

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JUNE 26, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - PARSONS & WHITFIELD

- 1. Jo Ann Parsons & Floyd Whitfield - 934 Jasmine Avenue, Holly Hill
(Requested by Valerie Manning, City Clerk)

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

- 1. Resolution 2018-R-38 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida; Authorizing the City Manager to Enter into an Agreement with AT&T; and Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

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

- 1. Minutes - June 12, 2018 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

8. 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 Resolution 2018-R-39 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with the Florida Department of Transportation (FDOT) to Have Identification Markers Installed in the Right-Of-Way Owned by FDOT; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. CPI Rate Adjustment Request - Waste Pro of Florida, Inc.
(Requested by John McKinney, Finance)
- 3. TPO Funding Agreement for FY2018-2019 with City of Holly Hill
(Requested by Valerie Manning, City Clerk)

4. Continuing Services Contract for Architectural Services
(Requested by Antoine Khoury, Public Works)

9. REGULAR AGENDA

1. Resolution Resolution 2018-R-40 A Resolution of the City Commission of the City of Holly Hill, Florida; Authorizing the City Manager to Enter into an Agreement with AT&T; and Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
2. Utility Rate Study
(Requested by John McKinney, Finance)
3. Lien Reduction Request for 430 Burleigh Avenue
(Requested by Joseph Forte, City Manager)

10. PUBLIC HEARINGS

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

1. Capital Improvements Plan (CIP) Update - 2017-2018 through 2021-2022
(Requested by Brian Walker, City Planner)

11. COMMUNICATIONS

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

12. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**POSITIVITY AWARD (ID # 2073)**

Meeting: 06/26/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2073

**Jo Ann Parsons & Floyd Whitfield - 934 Jasmine Avenue,
Holly Hill**

This months Positivity Award was chosen by Mayor Penny.

HOLLY HILL
FLORIDA
**POSITIVITY
AWARD**

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

JO ANN PARSONS & FLOYD WHITFIELD

934 Jasmine Avenue

June 26, 2018

John Penny, Mayor



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

**City Commission
CRA Resolution**

MEETING DATE: June 26, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-38 A Resolution of the Community
Redevelopment Agency (CRA) of the City of Holly Hill,
Florida; Authorizing the City Manager to Enter into an
Agreement with AT&T; and Providing for Severability; and
Providing for an Effective Date.
NUMBER: (ID # 2083)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill and AT&T are in agreement that Special Construction Work for the project, "US1 Conversion of Overhead Facilities to Underground" is to be performed within the work area of Ridgewood Avenue, from just north of Mason Avenue to north of Walker Street. The City agrees to make advance payment of 100% of the estimated cost totaling \$386,408.59 of which the City previously paid \$23,450.00 leaving an amount of \$362,958.59 due and payable.

The City affirms that the Estimated Special Construction Work Charges is an estimate and the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials.

Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the City to AT&T within 30 days of receipt of an invoice or refunded to the City by AT&T.

FISCAL ANALYSIS:

The City of Holly Hill will compensate AT&T approximately \$362,958 for moving the AT&T aerial cables to underground conduits along US 1 from just north of Mason Avenue to Walker Street. The actual cost may vary depending on AT&T actual costs. Source of the funding is the CRA account number is 130-5510-552-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with AT&T and to make advance

payment of 100% of the estimated cost less the previously paid amount leaving an amount of \$362,958.59 due for the Special Construction Work.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2018-R-38, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AT&T TO MAKE ADVANCE PAYMENT FOR THE SPECIAL CONSTRUCTION WORK.

ATTACHMENTS:

- Conversion of Overhead Facilities to Underground Special Construction Agreement (PDF)

CRA Resolution No. (ID # 2083)

**RESOLUTION 2018-R-38 A RESOLUTION OF THE COMMUNITY
REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL,
FLORIDA; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH AT&T; AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

RESOLUTION 2018-R-38

**A RESOLUTION OF THE COMMUNITY
REDEVELOPMENT AGENCY (CRA) OF THE CITY OF
HOLLY HILL, FLORIDA; AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH
AT&T; AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill and AT&T are in agreement that Special Construction Work for the project, "US1 Conversion of Overhead to Underground" is to be performed within the work area of Ridgewood Avenue, from just north of Mason Avenue to north of Walker Street; and

WHEREAS, the City agrees to make advance payment of \$362,958.59; and

WHEREAS, the City affirms that the Estimated Special Construction Work Charges is an estimate and the actual costs incurred by AT&T may be higher due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials; and

WHEREAS, the City agrees that upon completion of the work, AT&T will compute the actual cost of work and that any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the City to AT&T within 30 days of receipt of an invoice or refunded to the City by AT&T.

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

SECTION 1. The City of Holly Hill and AT&T are in agreement that Special Construction Work for the Project, "US1 Conversion of Overhead to Underground" is to be performed within the work area of Ridgewood Avenue, from just north of Mason Avenue to north of Walker Street.

SECTION 2. The City agrees to make advance payment of \$362,958.59.

SECTION 3. The City affirms that the Estimated Special Construction Work Charges is an estimate and the actual costs incurred by AT&T may be higher due to factors

including, but not limited to, changing conditions in the field or changes in cost of labor or materials.

SECTION 4. The City agrees that upon completions of the work, AT&T will compute the actual cost of work and that any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the City to AT&T within 30 days of receipt of an invoice or refunded to the City by AT&T.

SECTION 5. 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 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JUNE, 2018.

06/19/2018

**SPECIAL CONSTRUCTION AGREEMENT
For Conversion of Overhead Facilities to Underground**

Project #: 83E23705B

Customer Name: **City of Holly Hill**

Authority: **A0095R7**

Customer Telephone Number:
(386) 248-9463

AT&T Contact: **Nathan Stephenson**

Work Site Address: **RIDGEWOOD AVE,
FROM JUST NORTH OF MASON AV
TO WALKER ST**

Telephone: **386-281-6962**

This Agreement (" Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast ("AT&T") and City of Holly Hill ("Customer" or "City"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Special Construction Work & Consideration.** This Agreement is for the Special Construction Work described on ***Exhibit 1***, attached hereto and incorporated herein by this reference ("Special Construction Work"). Exhibit 1 includes conditions precedent to AT&T commencing the Special Construction Work ("Conditions Precedent"). As consideration for the Special Construction Work, Customer agrees to pay AT&T for the work on an "actual cost" basis. The Customer affirms that the Estimated Special Construction Work Charges below is an estimate and that the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials. Customer agrees to make advance payment of 100% of the estimated cost totalling **\$386,408.59** ("Estimated Special Construction Work Charges"), **\$23,450.00** of which Customer has previously paid to AT&T, such that **\$362,958.59** is due and payable. Customer will pay such amount to AT&T within 30 days following full execution of this Agreement. Payment of such amount in full is required before the Special Construction Work will begin. Payment shall be made by mail to AT&T's offices at **AT&T CWO Coordinator, 1876 Data Drive, 5th Floor North, Attention: Susan Rinehart, Hoover, AL 35244**, or to such other address as AT&T may designate in writing. Upon completion of the work, AT&T will compute the actual cost of the work ("Special Construction Work Charges"). Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the Customer to AT&T within 30 days of Customer's receipt of an invoice therefor (in the event actual exceeds estimated) or refunded to the Customer by AT&T (in the event actual is less than estimated).

2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid for 90 days from June 19, 2018. If this Agreement is not fully executed within the said period, then AT&T may require the Customer to request a new cost estimate, and the Estimated Special Construction Work Charges amount may change.
3. **Changes in Scope of Work or Field Conditions.** If the Customer initiates changes in the scope of the work after the date of this Agreement or there exists a condition in the field or other relevant circumstance discovered after the date of this Agreement that is different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, AT&T may require the Customer to request a new cost estimate, the Estimated Special Construction Work Charges amount may change, and the parties will cooperate to sign an amendment to this Agreement incorporating any relevant changes to the Estimated Special Construction Work Charges or scope of work.
4. **Breach; Termination.** If either party breaches any material provision in this Agreement, then the other party may terminate this Agreement by written notice to the breaching party; provided that, prior to any such notice of termination, the other party provides written notice of the breach to the breaching party, and the breaching party fails to cure the breach within 30 calendar days from receipt of the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within 30 calendar days and if the breaching party continues expeditiously to cure.
5. **Early Termination.** In event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to AT&T, AT&T shall have the right to retain any Estimated Special Construction Work Charges previously paid by the City that compensate AT&T for Special Construction Work performed up to the date of termination, and AT&T may complete any segment of the Special Construction Work then in progress. Following such termination, AT&T shall return to the City any such portion of such prior payment that is in excess of such amounts that compensate for Special Construction Work performed up to the date of termination and/or which was in progress prior to the date of termination. If actual costs incurred by AT&T for Special Construction Work performed up to the date of termination exceed the prior payments, the City shall be responsible to pay any such excess amount within 30 days following receipt of an invoice from AT&T.
6. **Force Majeure; Time to Complete.** Any information provided by AT&T, its agents servants or employees that the project will be complete by a certain date or within certain time period is an estimate and not binding on AT&T, its agents, servants or employees. Estimated completion dates and the Special Construction Work are subject to circumstances, including without limitation, changing conditions in the field, and force majeure conditions, including, without limitation, weather, labor disputes, vendor/contractor disputes, and other conditions or circumstances outside of AT&T's control.

7. **Damages; No Damages for Delay.** In the event of termination of this Agreement for any reason set forth herein in advance of completion of Special Construction Work, the City shall have no claim or remedy against AT&T, except a claim to collect any excess payment amount, as set forth in Section 5. In the event of any claims arising from this Agreement, neither party shall be liable for any consequential, incidental, or indirect damages. Under no circumstances will AT&T be held liable to Customer, Customer's agents, servants, contractors or employees for any alleged delay in the Special Construction Work.

8. Severability. Any provision of this Agreement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

11. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

14. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

15. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to Florida conflict of law principles.

16. Attorneys' fees. If either party seeks to enforce its rights under this Agreement through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

17. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

18. Indemnification and Hold Harmless. Subject to applicable law and without waiver by the Customer of any relevant sovereign immunity rights under Florida law, Customer, Customer's agents, servants, contractors and employees hereby agree to indemnify and hold harmless AT&T and its employees, agents and contractors from and against any and all claims, costs, and expenses, judgments or actions for damage to property or injury or death to persons and/or arising from or relating to the work that is the subject of this Agreement, if and to the extent any such claims are caused by the acts or omissions of the Customer, Customer's agents, servants or employees.

1. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

City of Holly Hill, Florida

**BellSouth Telecommunications, LLC
d/b/a AT&T Southeast**

By: _____
Printed Name

By: Nathan Stephenson
Printed Name

By: _____
Authorized Signature

By: Nathan Stephenson
Authorized Signature

Title: _____

Title: Mgr OSP Plan & Engineering Design

Date: _____

Date: 6-19-2018

EXHIBIT 1

The Special Construction Work that is the subject of the Agreement to which this Exhibit 1 is attached is as follows:

The work area is the area within the City of Holly Hill, as shown on Attachment A (“Work Area”). The Special Construction Work is the following work within the Work Area: **RIDGEWOOD AVE, FROM JUST NORTH OF MASON AV TO NORTH OF WALKER ST** Installation by AT&T of underground cable and related aboveground equipment (collectively, the converted system) to replace AT&T aerial facilities, including cables, terminals, service wires, poles, anchors and guys, in the Work Area; cutover of existing communications service on such aerial facilities to converted system; and removal of the aerial facilities and any AT&T-owned poles following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, owned by parties other than AT&T.

In addition to any conditions precedent to AT&T commencing the Special Construction Work identified in the Agreement to which this Exhibit 1 is attached, the following shall be Conditions Precedent to AT&T commencing the work and shall be obligations of the City:

- A. **Conduit.** At no cost to AT&T, the City shall (1) install the 4” and 2” conduit (the material for which shall be provided by the City) as shown on “AT&T_Proposed Conduit_HollyHill” plans prepared by SMW and provided to Holly Hill on 2/3/16 and also included in Attachment A of this contract. (“Conduit Plans”) (2) Install the Service Conduit identified in C below, and (3) Transfer ownership to AT&T of the conduit referenced in (1) above (collectively, “AT&T Conduit System”), as described below. Upon completion of construction of the AT&T Conduit System, the City shall: rod all conduits, place mule tape (provided by AT&T), and verify conduit lengths and therefore notify AT&T. AT&T shall within 14 days from date of said notice inspect the AT&T Conduit System and shall notify the City in writing of any observed deficiencies. Upon correction by the City or its contractor(s) of all noticed deficiencies, the City shall notify the AT&T, and the AT&T shall be afforded an opportunity to re-inspect and notify the City of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the City shall transfer ownership of the AT&T Conduit System free of any liens or encumbrances, and AT&T shall thereafter own and have sole use of the AT&T Conduit System. In the event that any deficiencies are later discovered in the AT&T Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the City shall be the responsible party at the City’s cost to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly following notice from AT&T. Such warranty period will extend for one (1) year

from the date of transfer of ownership of the AT&T Conduit System. Transfer of ownership to AT&T shall be memorialized by the City's delivery to AT&T of a Bill of Sale in the form attached as Attachment B.

- B. **Handholes.** AT&T will provide 30x48 handhole Tier 22 (Heavy Duty Up to Class 8 Non Deliberate Vehicular Traffic) for locations in AT&T plans (Attachment A) that require City to place handhole. The City is responsible for acquiring handholes only from AT&T construction yard located at 910 N US Hwy 1, Ormond Beach and installation of these handholes are required to be per specs located in Attachment C and D. The City must give AT&T 2 week notice to designated construction foreman to insure number of handholes are ordered. Pick up of handholes must be within a 2-4 week period of notifying designated construction foreman so AT&T avoids any additional costs.
- C. **Permits.** At no cost to AT&T, the City shall grant to AT&T any necessary permits for the installation by AT&T in City right-of-way of the following: any portions of the AT&T Conduit System within such right-of-way as well as AT&T pedestal terminals and cabinets to be installed at necessary locations within such right-of-way as mutually agreed to by the City and AT&T, it being understood that such agreement from the City to such equipment locations is a condition precedent to the Special Construction Work. Any equipment locations on the Conduit Plans are deemed mutually agreed upon by the parties. If the City does not grant separate permits, this Agreement shall constitute City authorization for installation and maintenance of the converted system in the City right-of-way. Receipt of any necessary permits from the City or any other relevant permitting agencies is a condition precedent to the Special Construction Work.
- D. **Service Drops.** At no cost to AT&T, the City shall have caused the property owners of each and all properties within the Work Area (each, a "Residence") to do the following (or the City shall do the following): At minimum, install one - 2" conduit from each AT&T network interface device ("NID") on each Residence to the relevant splice box for the relevant Residence. The City shall cause each property owner of a Residence to grant to AT&T the exclusive right to use the above conduit on the Residence property for installation of an AT&T service drop. The City shall notify property owners of this information and the City shall cause the property owners to do so pending receipt and completion of any such re-arrangement orders, AT&T will be unable to complete any portion of the Special Construction Work affected thereby.

D. Further Conduit Specifications. In instances where a joint trench will be dug for the installation of AT&T's facilities and the power company's facilities, the power company's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of 36" below final grade, except with services that can be as shallow as 12". For all conduit referenced in this Exhibit 1 placed for AT&T's use, there shall be at least a 12" vertical separation with well tamped soil backfill between AT&T's facilities and primary or secondary power facilities. All conduits must be equipped with a pull string, and capped at ends.

- E. Other.** Removal of other companies' aerial attachments on jointly used poles is necessary prior to AT&T's removal of its aerial facilities. The City will notify residents of this project (including of the need to place a re-arrangement order with AT&T if and where applicable, as described in C above) and shall notify AT&T and residents of the name and contact information for a representative to receive questions or complaints from City residents about the City's project that is the subject of this Agreement. AT&T may refer such questions or complaints to the City's representative. In the event other conditions arise that are reasonably necessary as conditions to the Special Construction Work, AT&T will inform the City, and the City will address the conditions.
- F. Timing, Conditions Precedent.** Following 1 year after execution of this Agreement, in the event Conditions Precedent have not been satisfied, AT&T may terminate this Agreement by notice to the City anytime thereafter, until the Conditions Precedent have been satisfied (and Section 5 of the Agreement to which this Exhibit 1 is attached shall apply in the event of such early termination). When the City believes the Conditions Precedent have been satisfied, the City will notify AT&T in writing, and AT&T shall determine thereafter whether the Conditions Precedent have, in fact, been satisfied. If AT&T does not believe that they have been satisfied, AT&T will notify the City.

Attachment B
Bill of Sale

FOR GOOD AND VALUABLE CONSIDERATION the City of Holly Hill, Florida does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Florida all right, title and interest in and to the AT&T Conduit System, as described in that certain Agreement between said parties dated _____, 201__.

TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this _____ day of _____, _____.

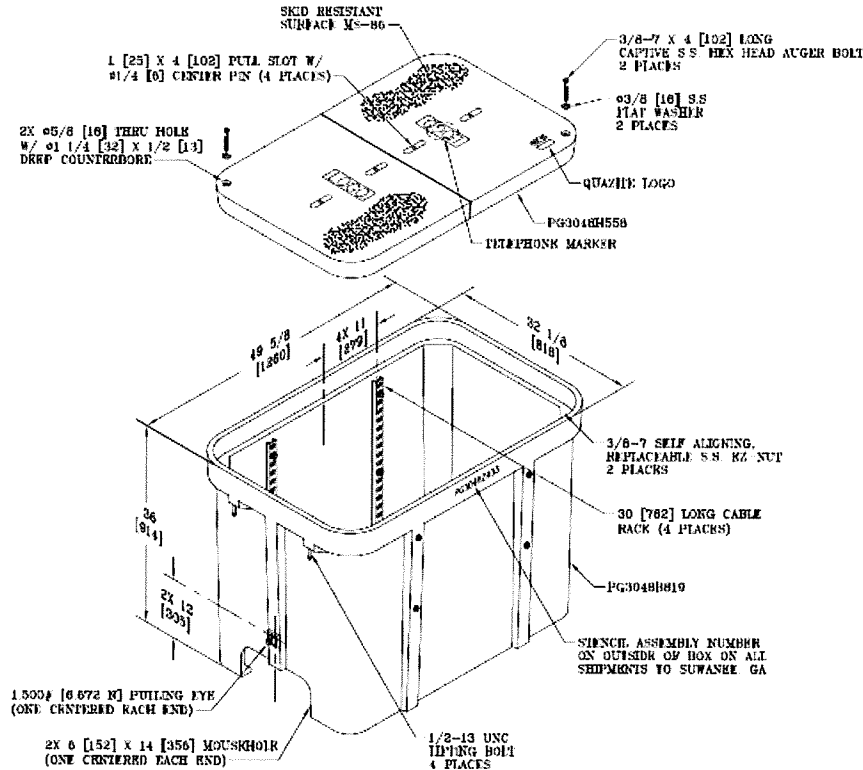
CITY OF HOLLY HILL, FLORIDA

BY: _____

NAME/TITLE: _____

Attachment C Handhole Description and Installation

The following shows the individual components of a 30x48 handhole that is Tier 22 rated with mouseholes which would be placed in a sidewalk application. NOTE: Handhole may be order with mouseholes or terminators.



5. Hand-hole Application

In operations which require the placement of a hand-hole, once the excavation has been completed, tamped and leveled, a bed of approximately **three (3) inches to five (5) inches** of Gravel/Crushed Rock should be placed in the bottom of the excavation (According to Manufacturers Recommendations). This bed of gravel should extend past the walls of the hand-hole so that the entire hand-hole structure is level and supported by the gravel base, preventing any shifting of the hand-hole after it is permanently installed. Once the hand-hole has been placed and secured, an additional 1-3 inches of gravel should be placed inside hand-hole, to provide additional drainage and to help keep splice closures above any water that may collect inside the bottom of the hand-hole structure. The height of the gravel inside the handhole should be sufficient to allow enough room for cable placement and associated splicing. The total height of the gravel inside the hand-hole from the bottom of the excavation should not exceed 6 inches.

NOTE:

IN HAND-HOLE APPLICATIONS, AT&T DOES NOT ALLOW THE USE OF "RIVER ROCK", "ROUND STONE" OR "PEA GRAVEL", DUE TO THE FACT THAT THESE TYPE OF AGGREGATES PREVENT THE DESIRED COMPACTION AND EQUIVALENT RESISTANCE TO ACHIEVE THE SPECIFIC LATERAL LOADING THESE PRODUCTS REQUIRE.

Attachment C
Handhole Description and Installation
(continued)

THE USE OF A LARGER SIZE STONE, NUMBER 57 STONE IS RECOMMENDED IN HAND-HOLE APPLICATIONS. 57 STONE IS A COURSER, NATURALLY OCCURRING HARD CRUSHED ROCK AGGREGATE (e.g. GRANITE or LIMESTONE) WHOSE AVERAGE SIZE IS FROM 1/2 INCH TO 1-1/2 INCHES , PER ASTM).

(See Handhole Installation Procedure – Attachment D)

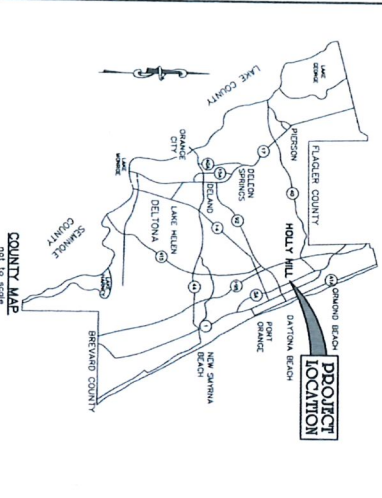
Applewood & A

Worbs Ave



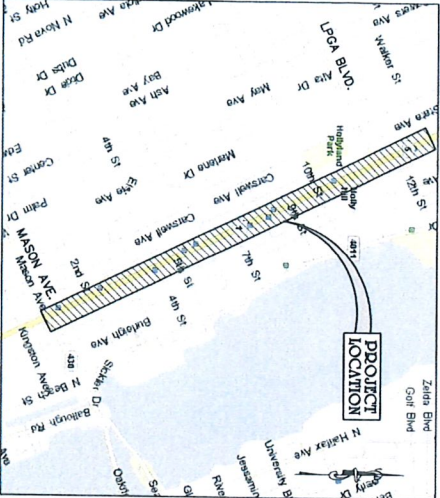
PERMIT DRAWINGS FOR AT&T

CITY of
HOLLY HILL, FLORIDA



US1 UTILITY
UNDERGROUNDING

(MASON AVE. TO WALKER ST.)

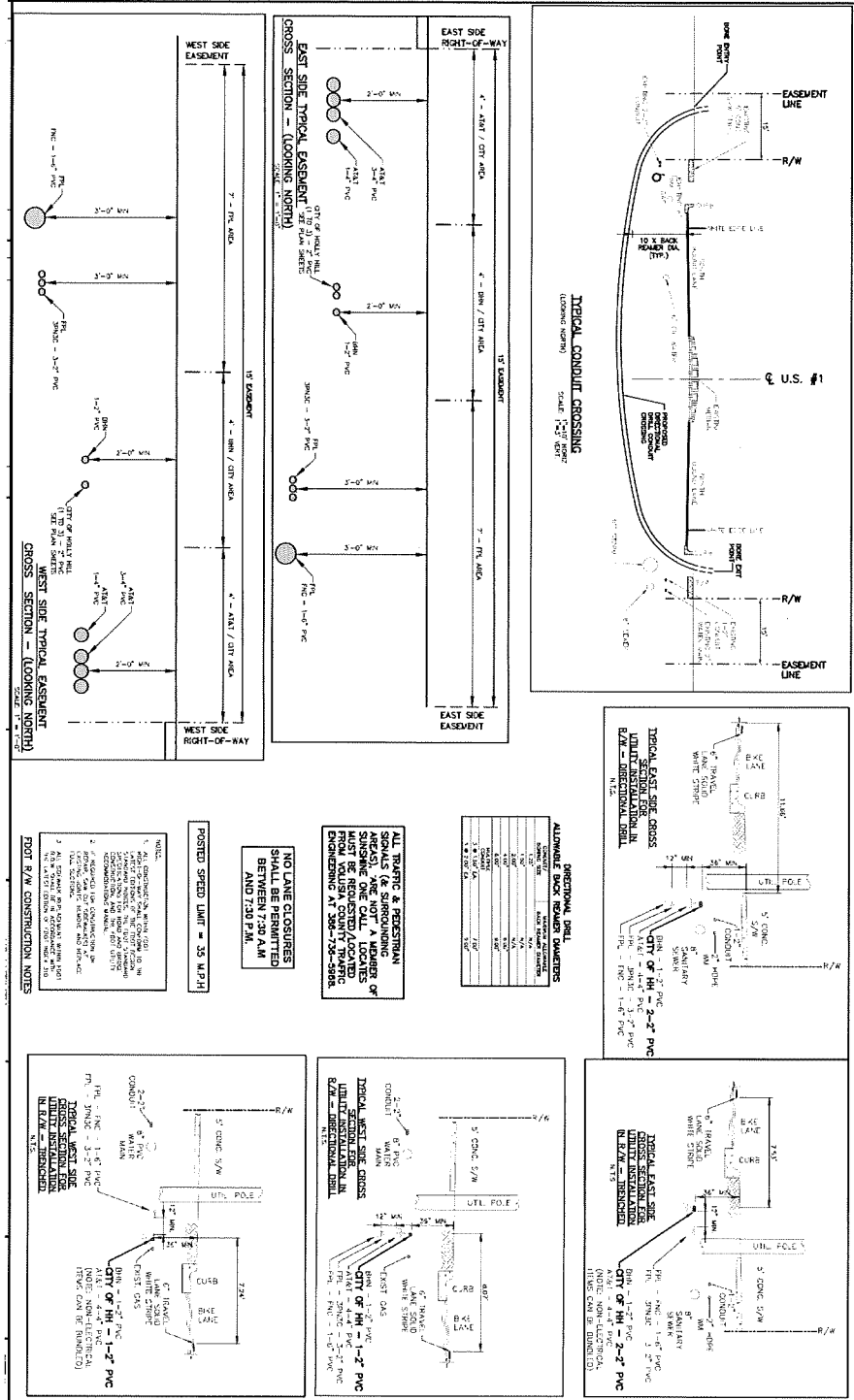


(SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST)
(SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST)

NOTE: VOLUSIA COUNTY TRAFFIC ENGINEERING
IS NOT PART OF SUNSHINE ONE CALL. PLEASE
CALL (386)295-6017 FOR TRAFFIC SIGNAL LOCATES.

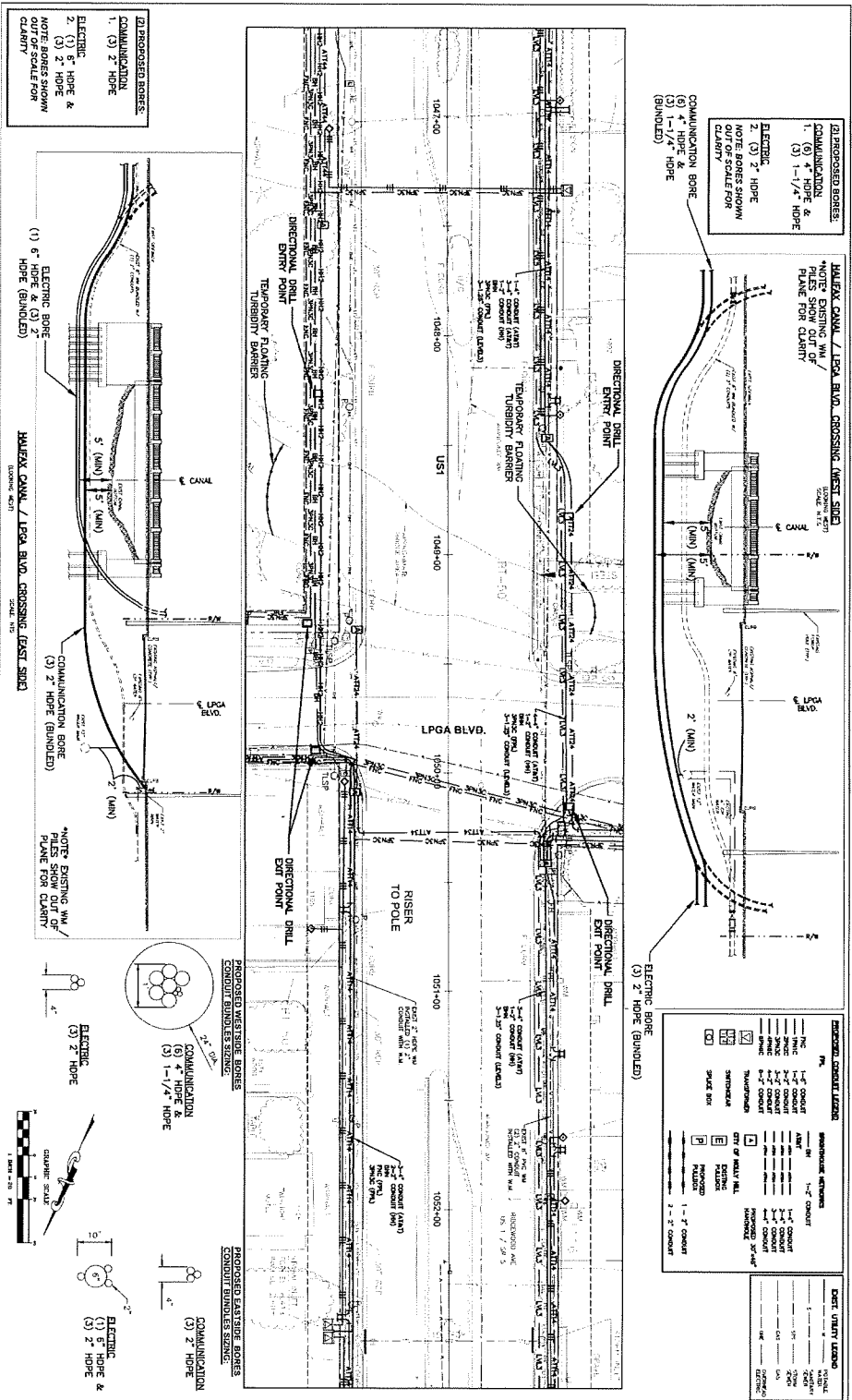
ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
CONSTRUCTION AND MUST BE
CONSIDERED WITH OBTAINED SIGNAL DATA.

ATTSE
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT
Ridgewood Ave
Exchange: Ridgewood/Doytong
Designer: Stephenson, Nathan
Phone: 386-281-6962
Authorization: 83E23705B
Dwg. 1 of 29

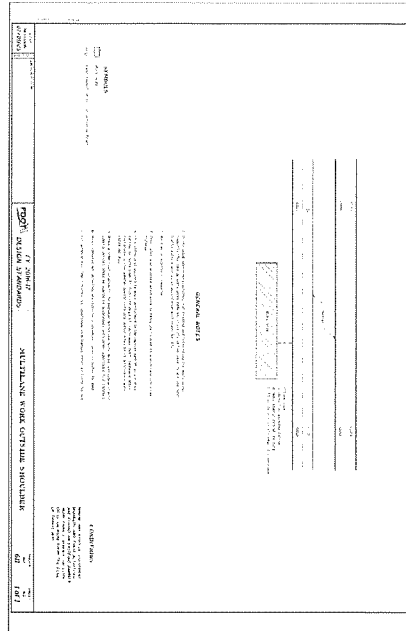


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FD01	
Ridgewood Ave	
Exchange:	Ridgewood/Doytong
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Drawn:	2 of 29

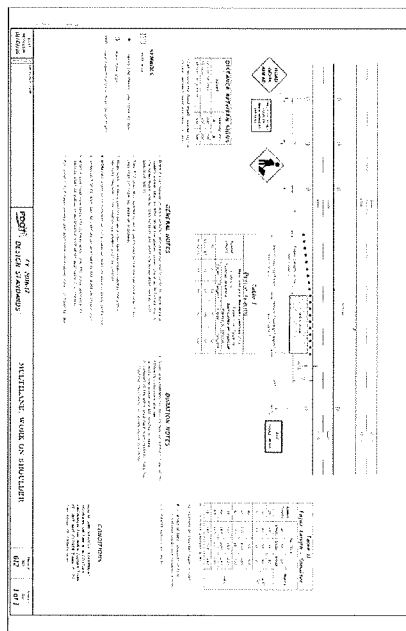
DETAILS FOR BORES UNDER HALIFAX CANAL ON DWCS 21 & 22



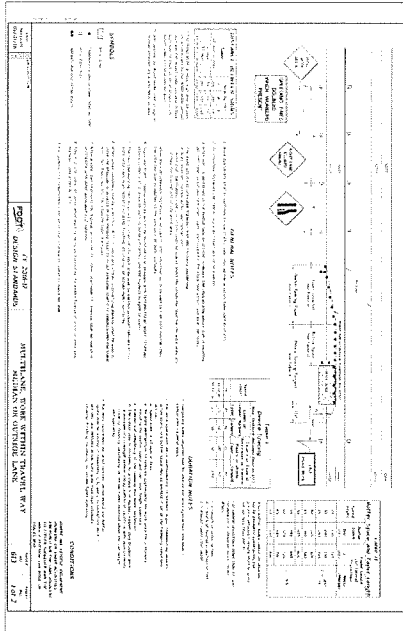
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Phone:	386-281-6962
Author/Editor:	83E23705B
Drawn:	3 of 29



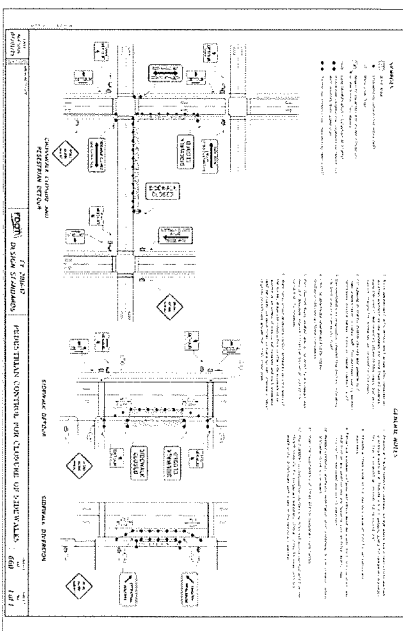
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NOT TO SCALE



FDOT INDEX 612
NOT TO SCALE



FDOT INDEX 613
NOT TO SCALE

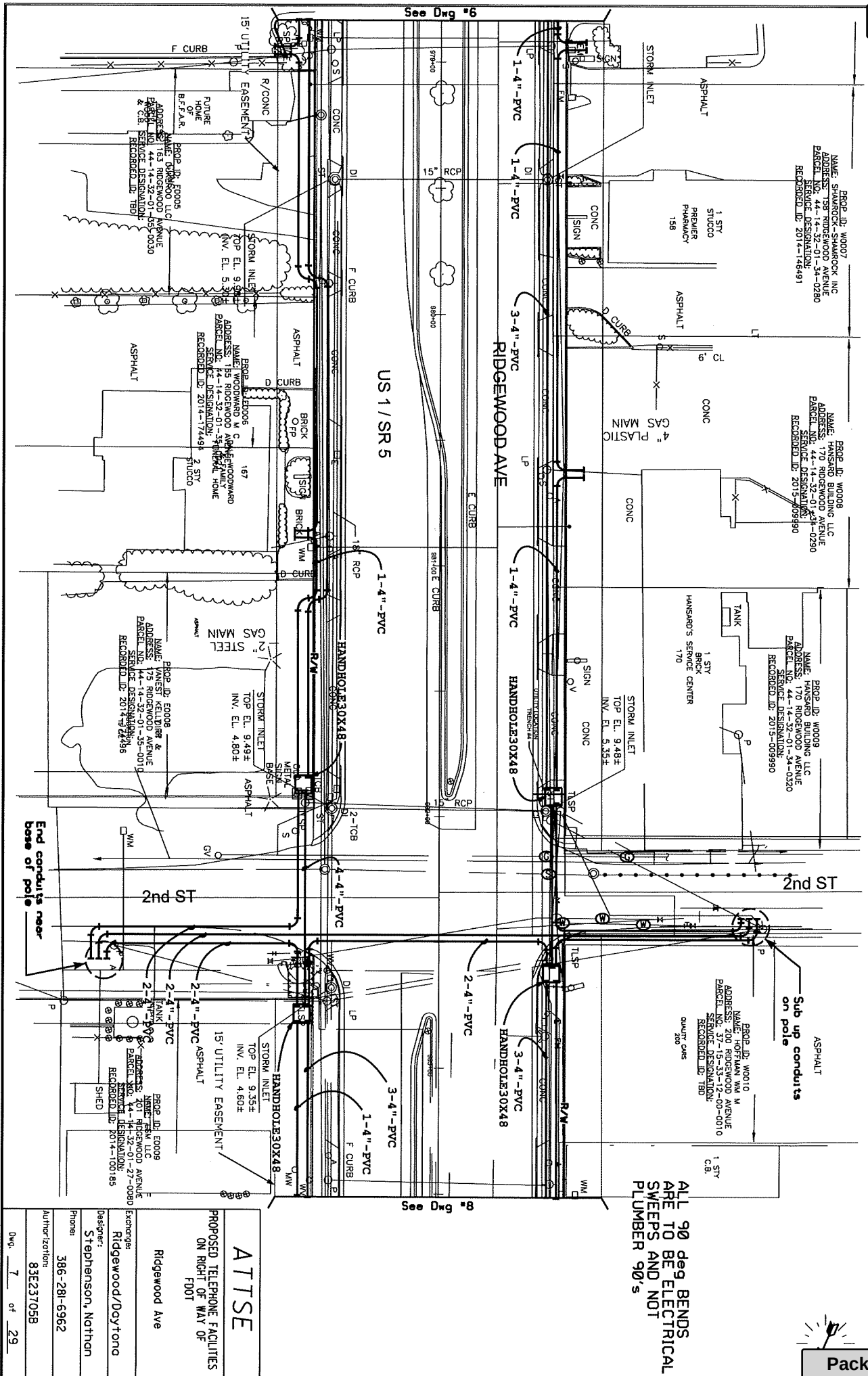


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Exchanger:	Ridgewood/Doytong
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
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DAYTONA FUN MACHINES
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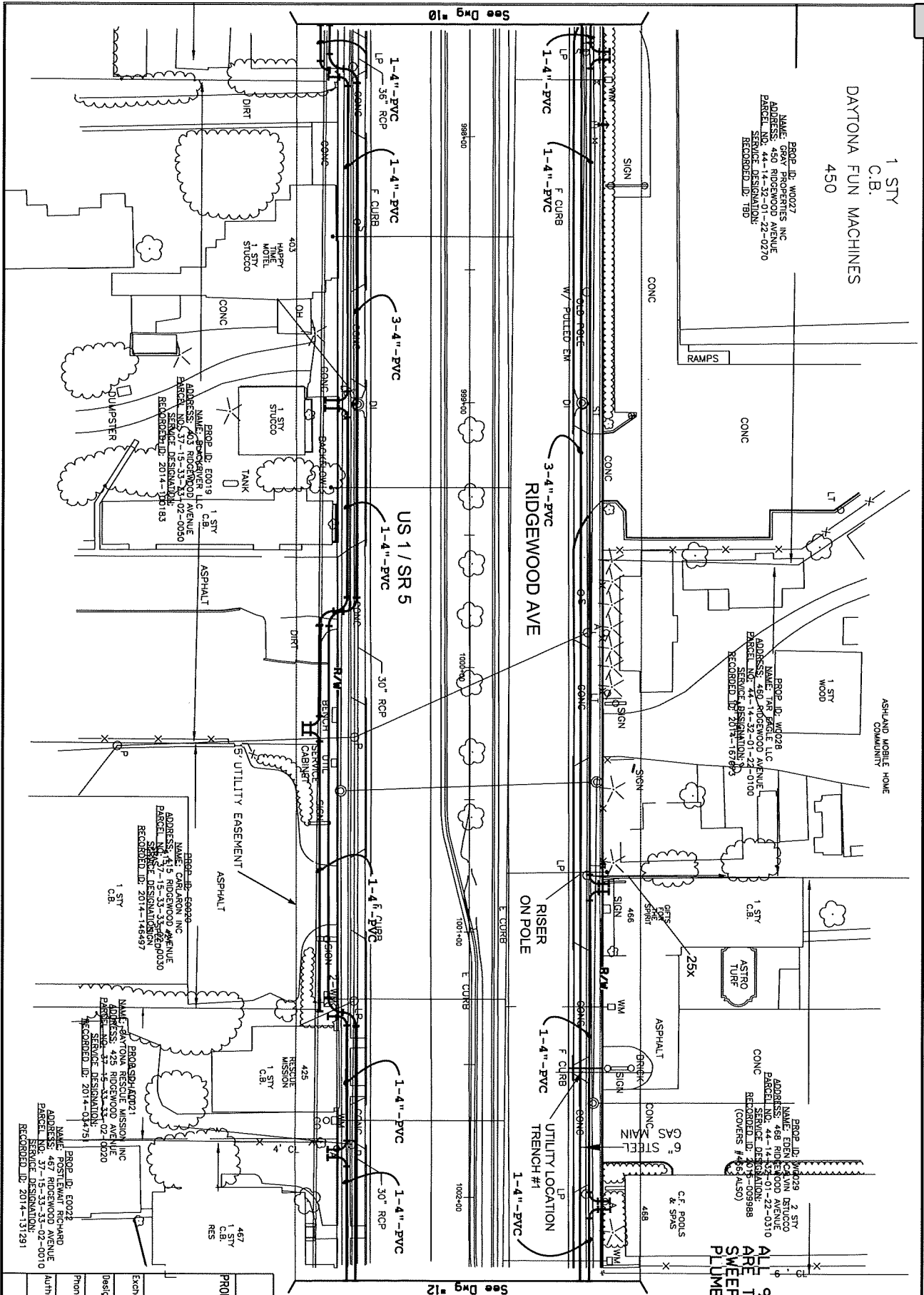
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ADDRESS: 450 RIDGEWOOD AVENUE
PARCEL NO: 44-14-32-01-22-0270
SERVICE DESIGNATION:
RECORDED ID: 180

PROJ. ID: W0028
NAME: JAY POOL LLC
ADDRESS: 448 RIDGEWOOD AVENUE
PARCEL NO: 44-14-32-01-22-0100
SERVICE DESIGNATION:
RECORDED ID: 2013-167693

PROJ. ID: W0029
NAME: EDEN KAYAN DETUCCO
ADDRESS: 468 RIDGEWOOD AVENUE
PARCEL NO: 44-14-32-01-22-0310
SERVICE DESIGNATION:
RECORDED ID: 2013-169988
(COVERS 1463, 1450)

ALL 90 deg BENDS
ARE TO BE ELECTRICAL
PLUMBER 90's

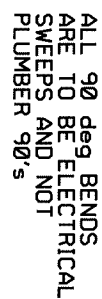
Packet Pg. 31



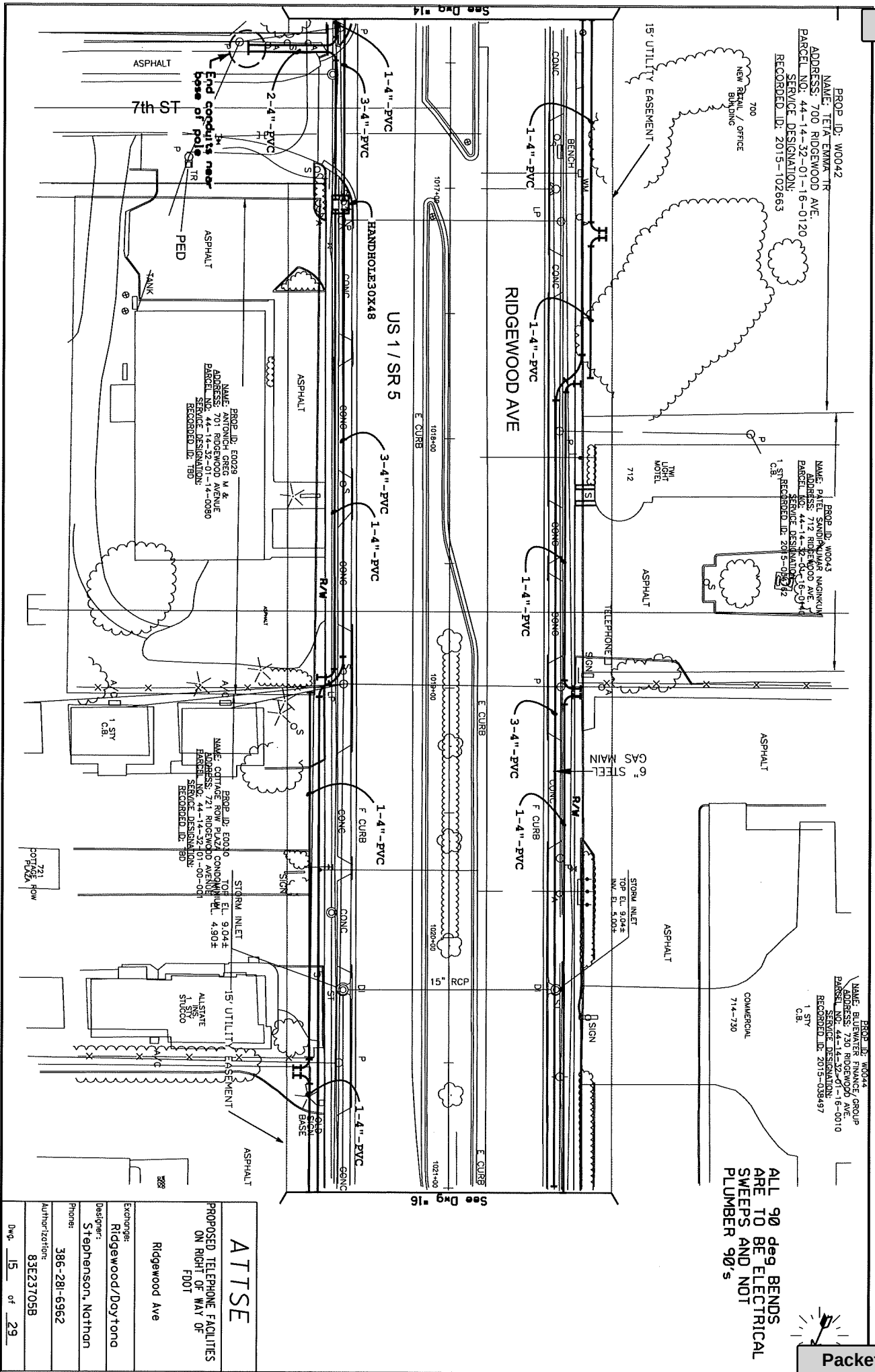
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Exchanger:	Ridgewood Ave
Designer:	Ridgewood/Doytong
Author:	Stephenson, Nathan
Phone:	386-281-6962
Author/Location:	83E237058
Dwg. 11 of 29	





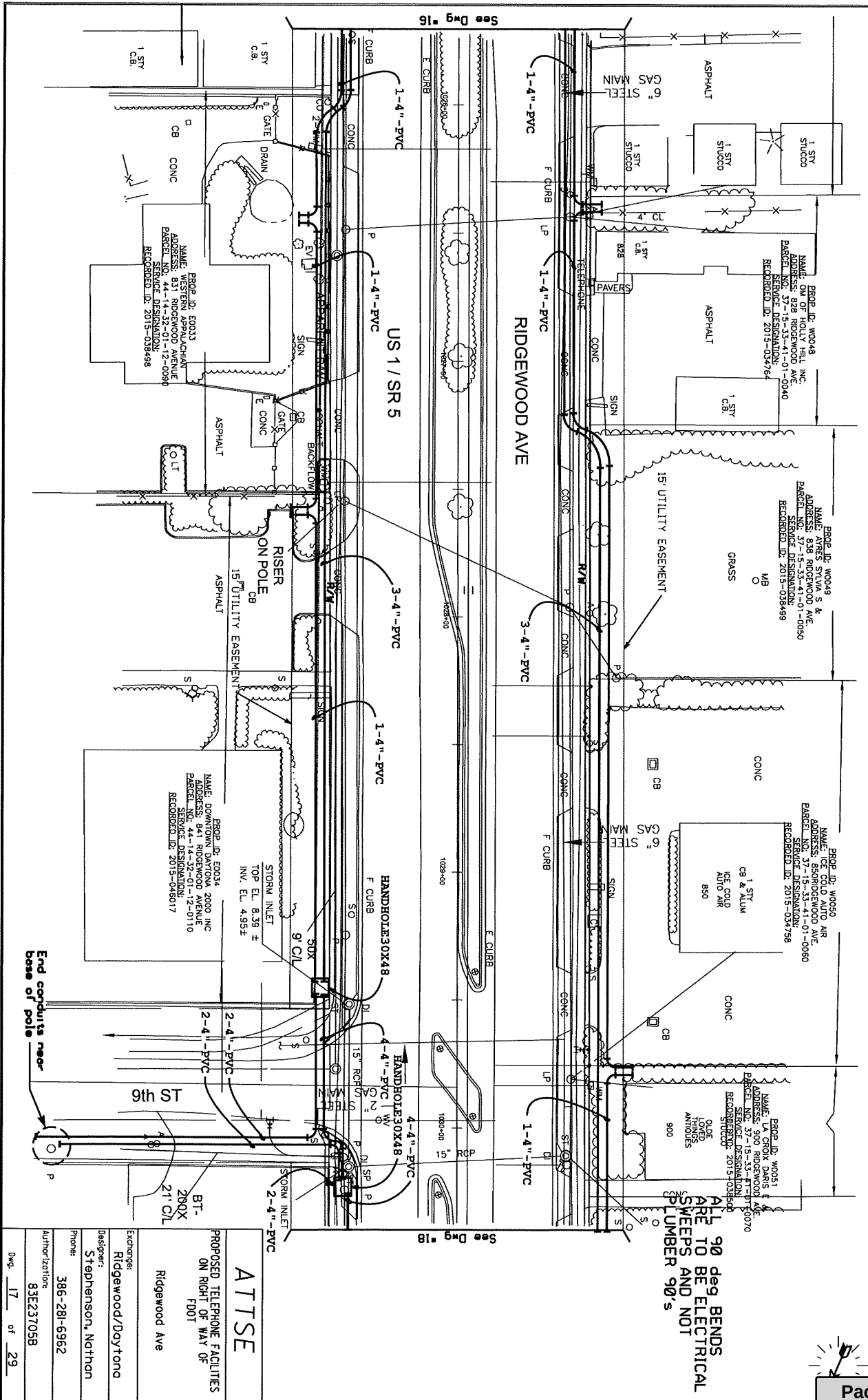


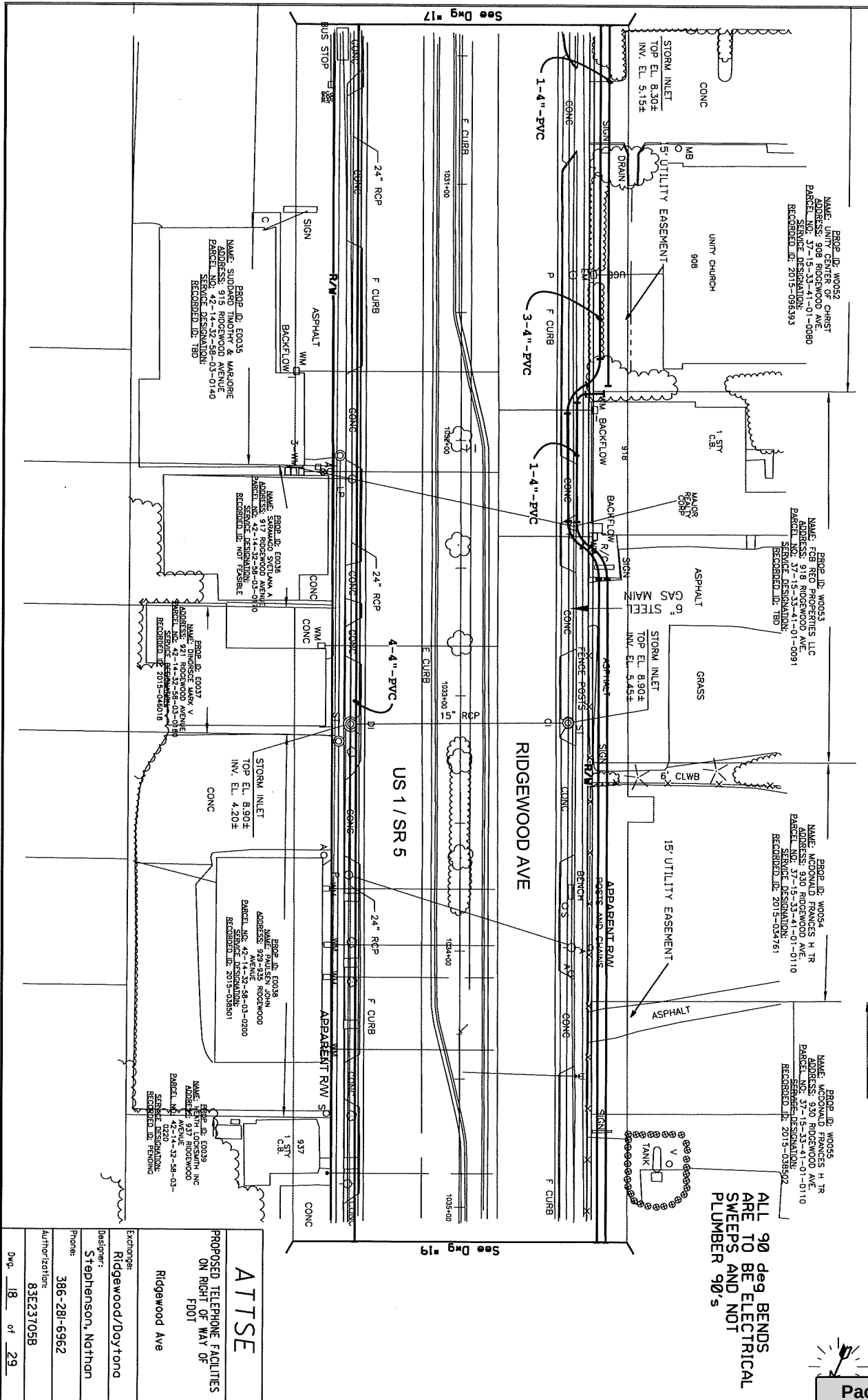
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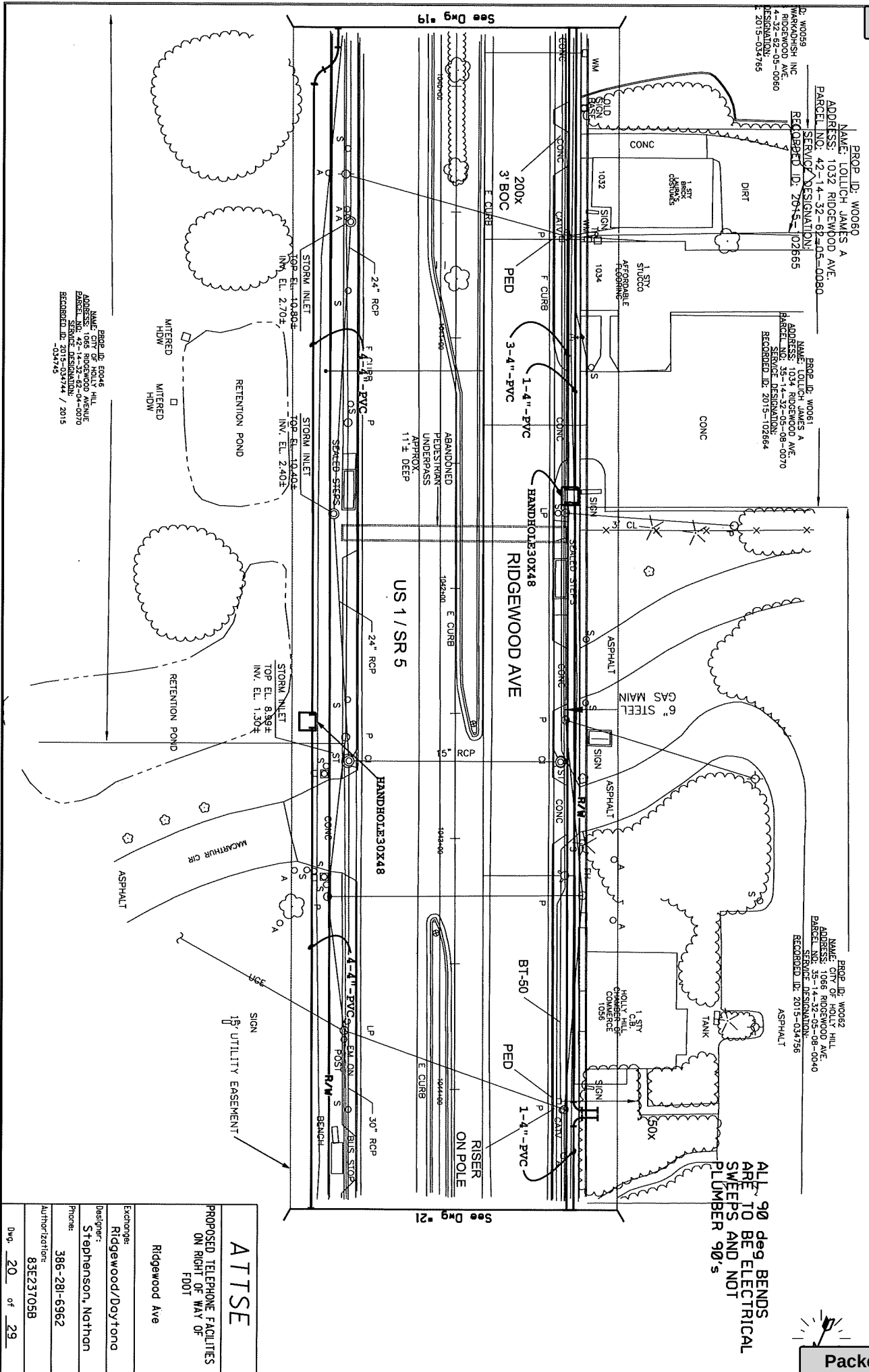
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ON RIGHT OF WAY OF	
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Designer:	Stephenson, Notion
Phone:	386-281-6962
Authorization:	83CE23705B
Dwg. 15 of 29	

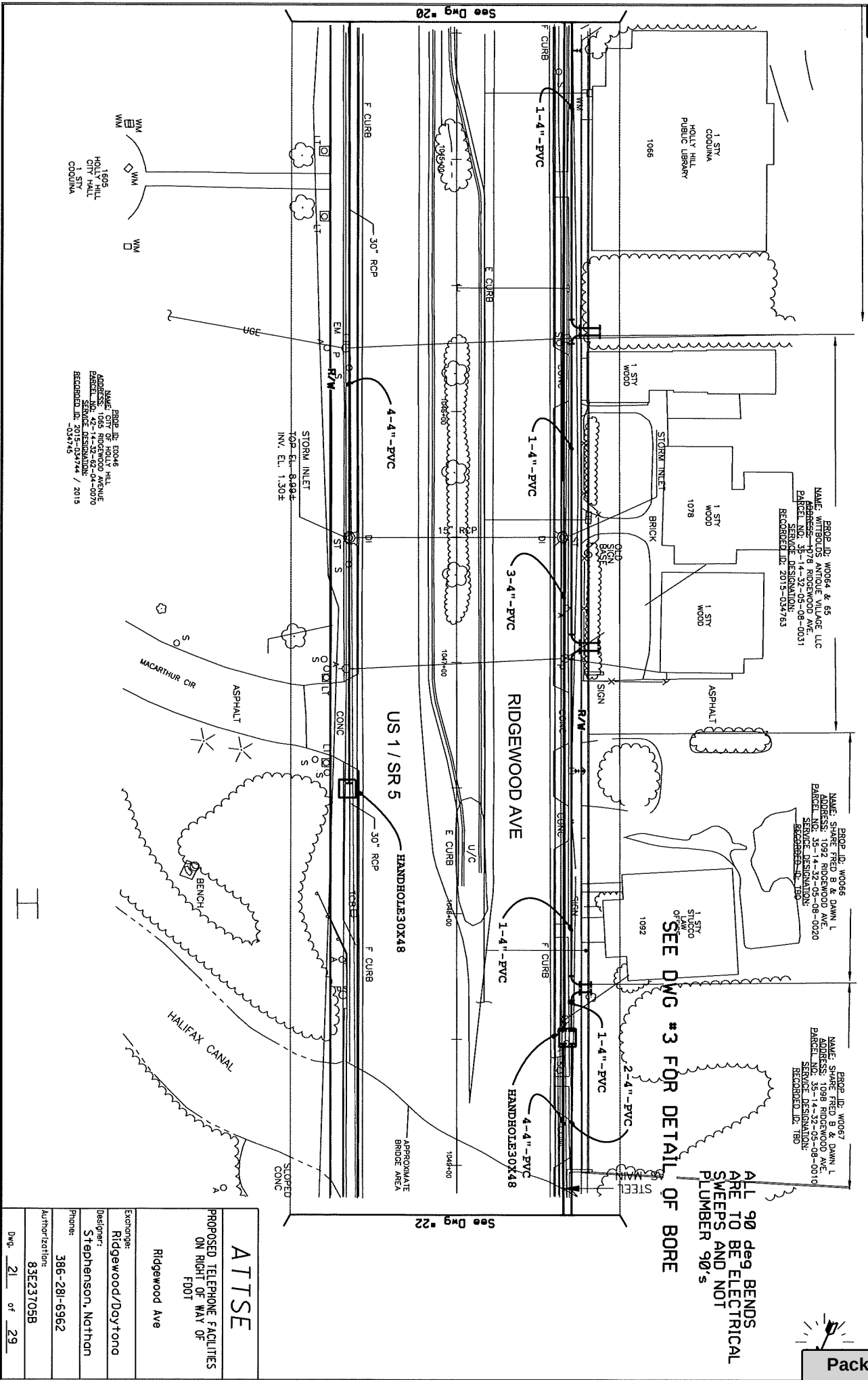




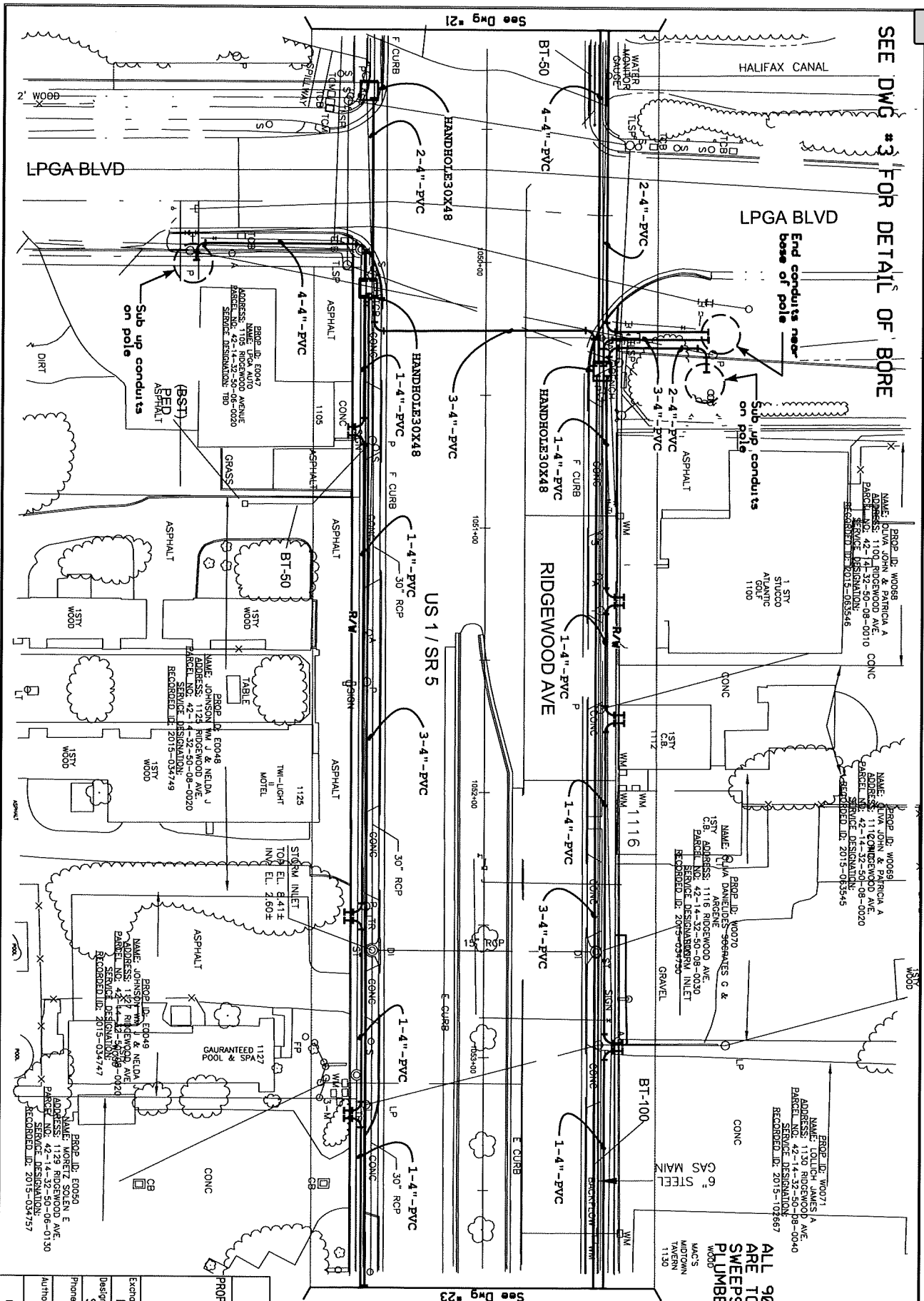






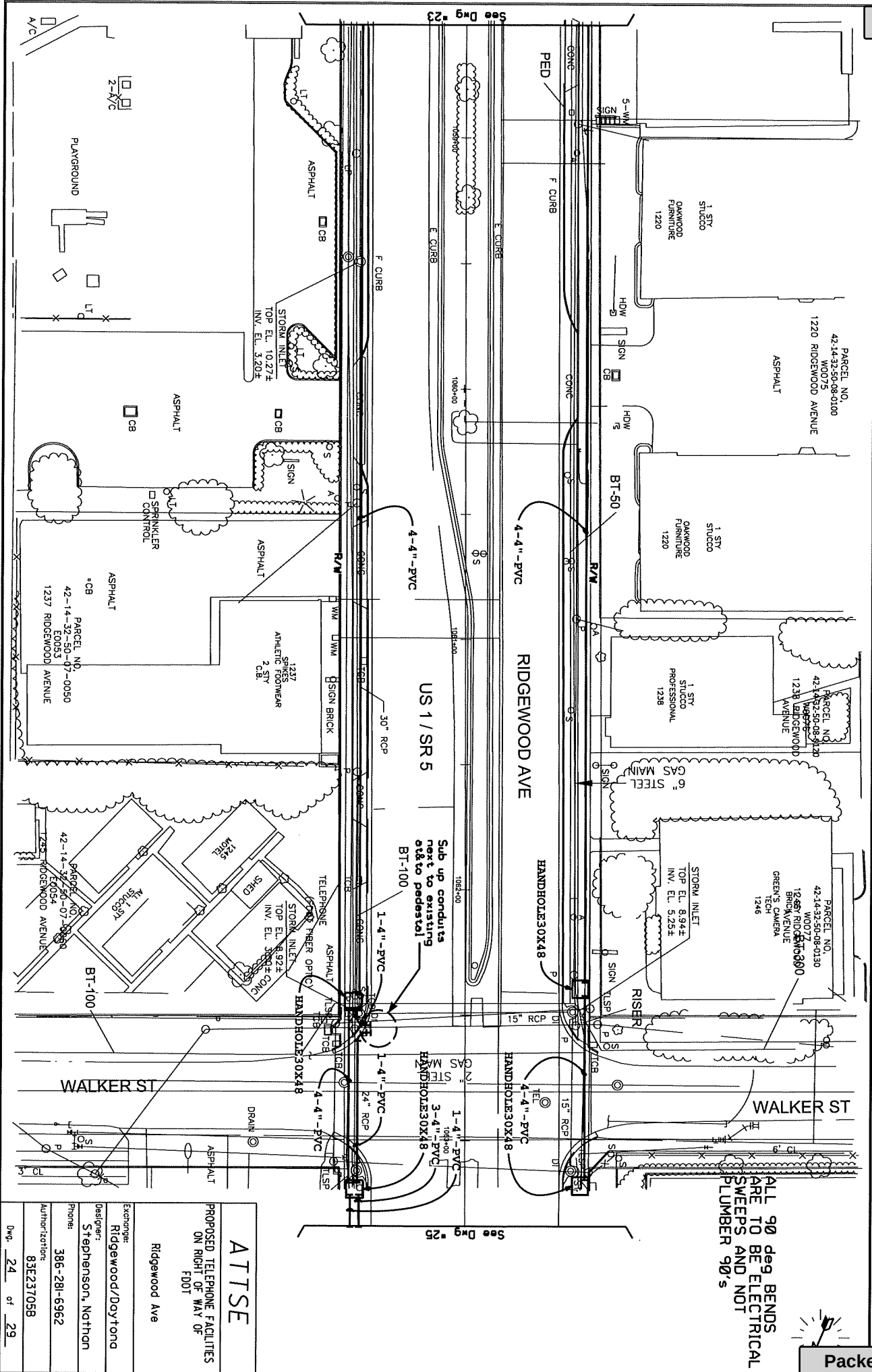


SEE DWG #3 FOR DETAIL OF BORE

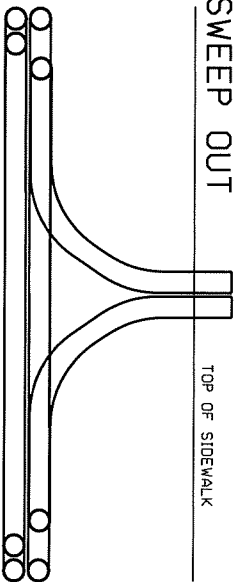
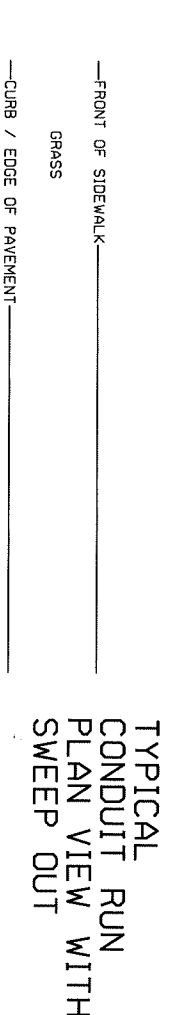
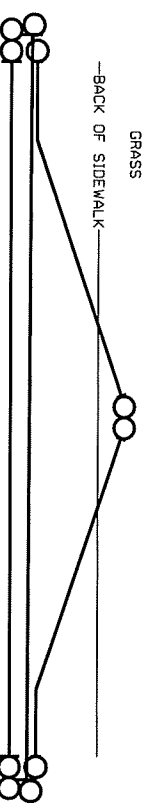
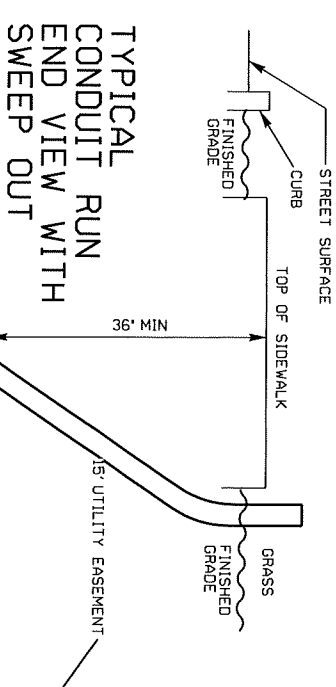
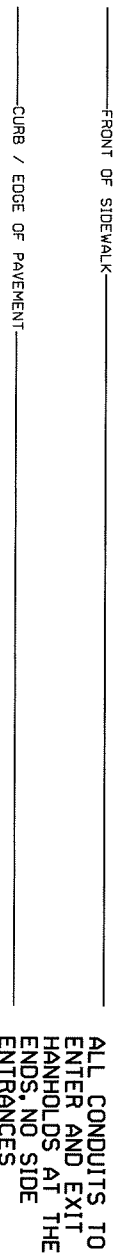
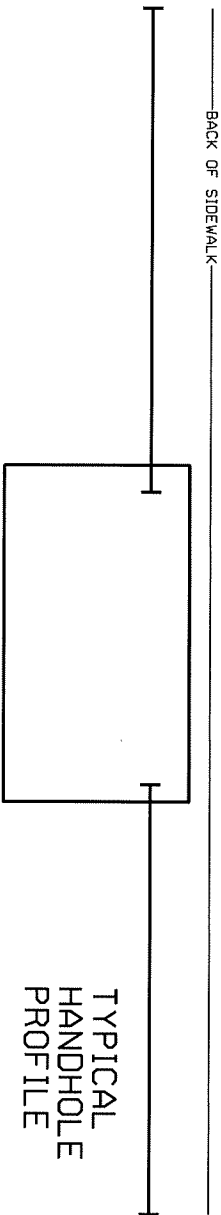
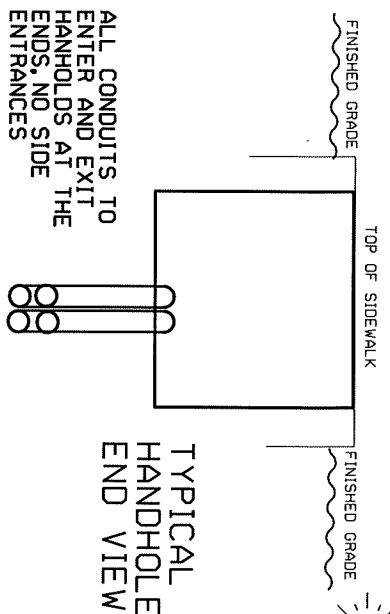
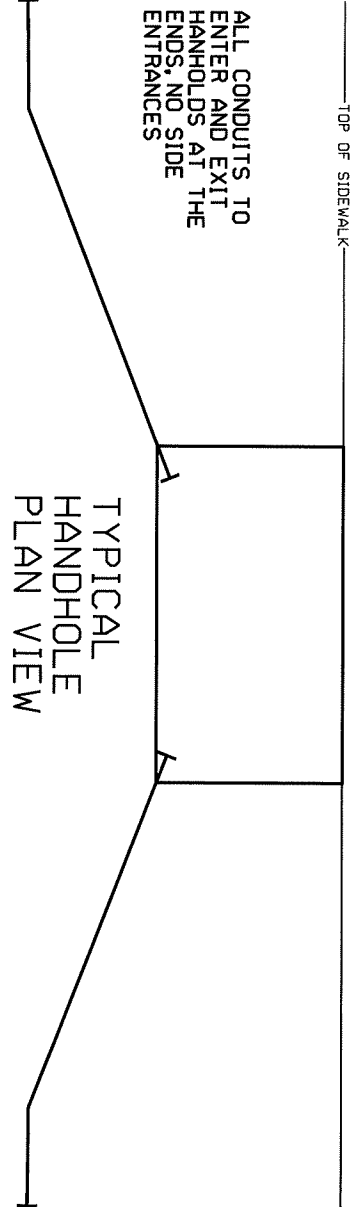


ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
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Design:	Ridgewood/Doytong
Phone:	386-281-6362
Author:	83E23705B
Dwg. 22 of 29	

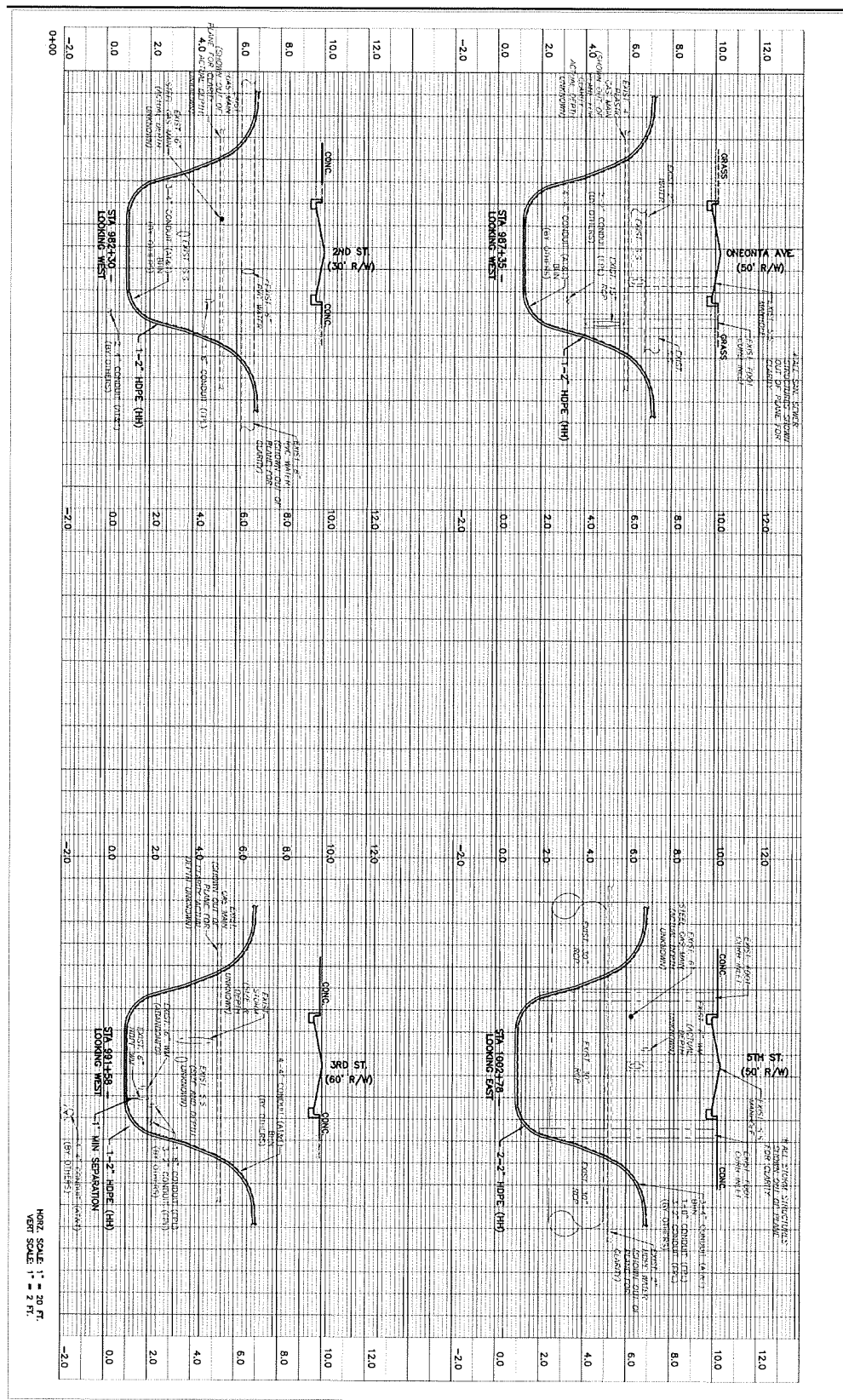




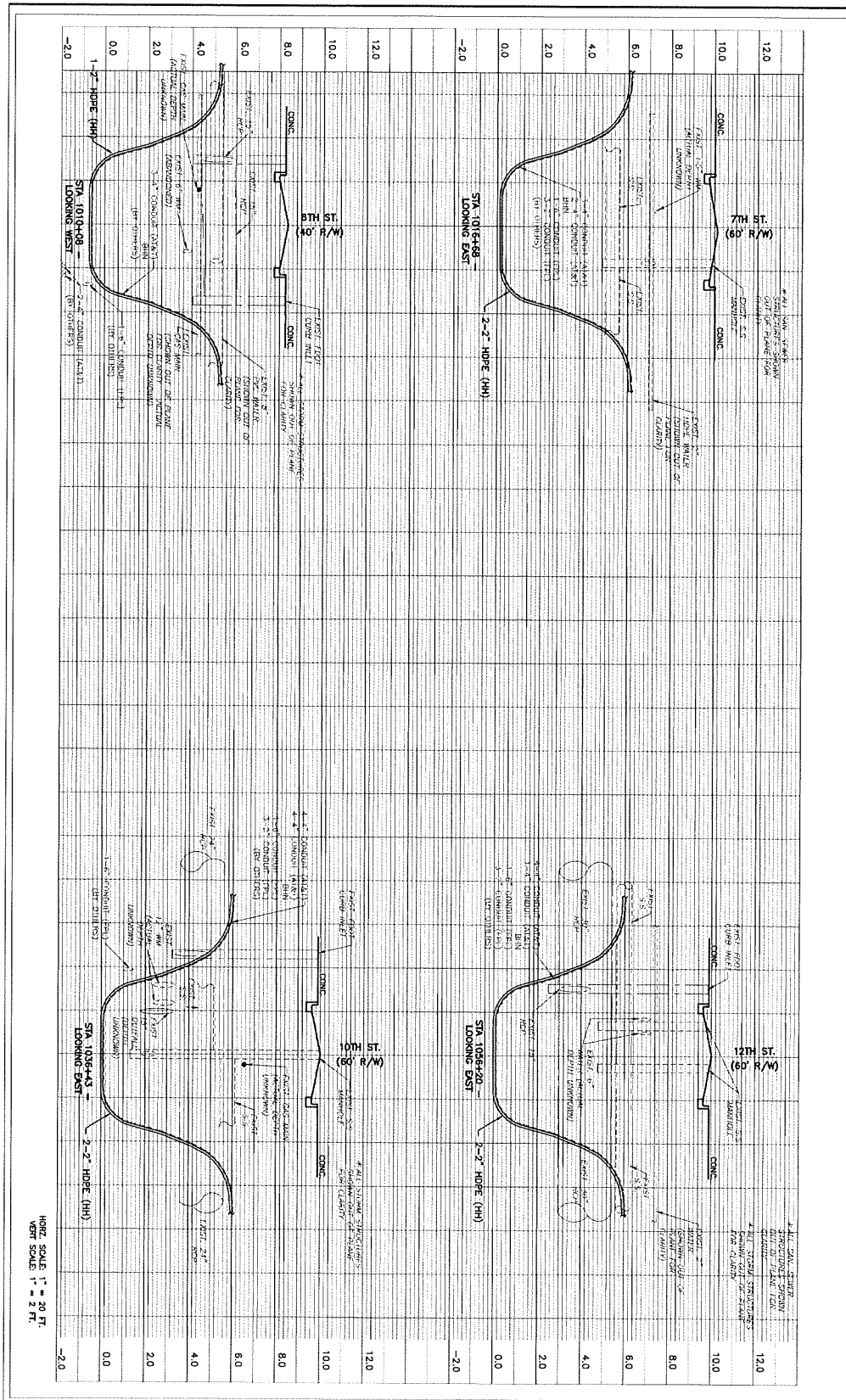




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PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FOOT	
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Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. No.	26 of 29



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PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
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Authorization:	83E23705B
Dwg. 27 of 29	



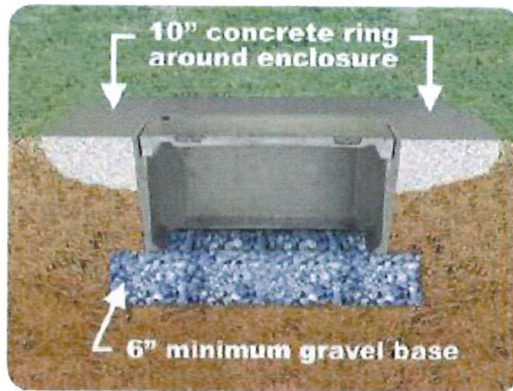
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Ridgewood Ave	
Exchange:	Ridgewood/Doytore
Designer:	Stephenson, Nathan
Phone:	386-281-6362
Authorization:	83E23705B
Drawn:	28 of 29



Attachment D

ATT-TELCO-620-000-349 C&E CONSTRUCTION 21 STATE HANDHOLE INSTALLATION;
CONCRETE COLLAR APPLICATION

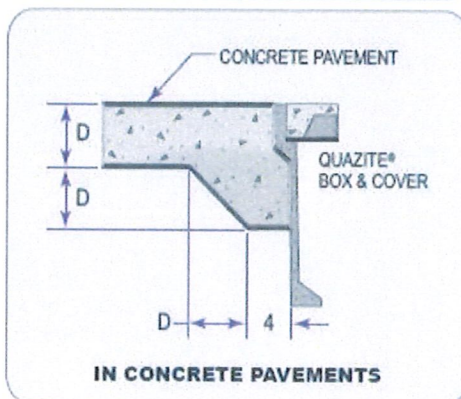
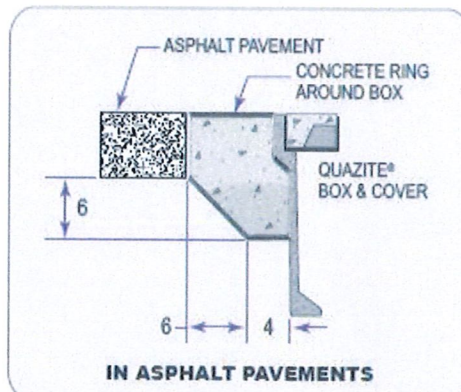
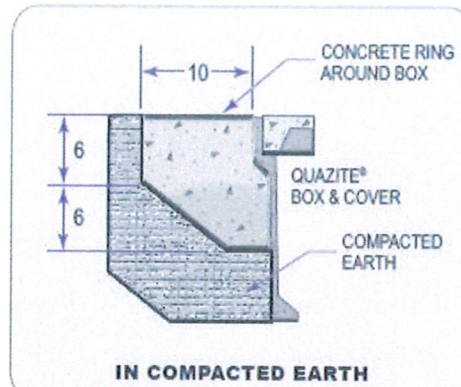
Concrete Collar Application:



Concrete collars may be desired to give added protection to Quazite® enclosures installed by driveways, parking lots, and off-roadway areas that are subject to occasional non-deliberate traffic. Concrete collars are not necessary in grassy areas or areas subject solely to pedestrian traffic. Concrete collars may be desired on all manufacturers' enclosures to prevent damage.

*Notes:

- Concrete encasement to be 3,000 psi minimum
- Concrete encasement collar dimension, D, to be equal to design pavement depth
- Pavement and subgrade to be as shown on the engineering plans





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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: Valerie Manning
SUBJECT: Minutes - June 12, 2018 Regular City Commission Meeting
NUMBER: (ID # 2071)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from June 12, 2018 meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - July 12, 2018 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JUNE 12, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Mayor Penny led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PRESENTATIONS

1.

Honoring Lee Ann Luedeke's Retirement from the Fire Department

(Requested by Valerie Manning, City Clerk)

Mayor Penny read the following proclamation/resolution into the record:

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
RECOGNIZING LEE ANN LUEDEKE FOR HER YEARS OF
SERVICE TO THE CITY OF HOLLY HILL AND ITS CITIZENS.**

WHEREAS, Lee Ann joined the City of Holly Hill on November 29, 2004; and
WHEREAS, Lee Ann served as a Firefighter and Paramedic; and

WHEREAS, Lee Ann obtained certifications for Driver Engineer, Pump and Hydraulics Operator qualifying her as a Relief Driver for the Fire Department; and

WHEREAS, Lee Ann has participated in a variety of Fire Department activities, MDA Boot drives, OneBlood drives, and Community Education on Fire Prevention; and
WHEREAS, Lee Ann has personally helped many citizens of Holly Hill with medical

assistance in their time of need; and WHEREAS, Lee Ann has excelled in accurate and documented report writing following both medical and fire incidences; and WHEREAS, Lee Ann has served in natural emergency situations such as hurricanes and flooding and offering the citizens comfort and relief; and

WHEREAS, Lee Ann has placed patient care as her number one priority with professionalism and dedication to service as she represented the City of Holly Hill; and

WHEREAS, Lee Ann has proven to be a dependable employee, dedicated worker and the first female Firefighter to retire after serving the City of Holly Hill and its citizens with the highest level of integrity, professionalism, and commitment.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF LEE ANN LUEDEKE FOR HER YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 12th DAY OF JUNE, 2018.



2.

Presentation from Volusia County Councilwoman Billie Wheeler, District 2 Representative

(Requested by Valerie Manning, City Clerk)

Mayor Penny stated that Volusia County Councilwoman Billie Wheeler, District 2 Representative is unable to attend tonight and dropped off an invitation for himself and the Commissioners to attend a Water Quality meeting with Indian River Lagoon Council at the Daytona Beach Airport on Thursday, June 21, 2018 from 8:30 AM to 11:30 AM.



4. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:

Jim Schultz, 117 Harvard Drive, Ormond Beach, spoke briefly about fluoride and mentioned why and how he got started with this and how it affected his health and shared his concerns about fluoride in water.

5. APPROVAL OF MINUTES

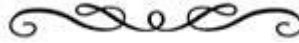
1.

Minutes - May 22, 2018 - Regular City Commission Meeting; Workshop Minutes - May 22, 2018 - FY2018 Mid-Year Budget Review and Workshop Minutes - May 29, 2018 - Hollyland Park Discussion

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 12th day of June, 2018, in Holly Hill



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

Mayor Penny asked if any member of the Commission wanted to pull any item from the Consent Agenda or if anyone from the audience wanted to discuss any item. There was no one.

1. Resolution

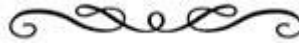
Resolution 2018-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0083 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

Enacted and approved this 12th day of June, 2018, in Holly Hill



2. Resolution

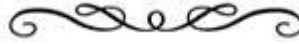
Resolution 2018-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0084 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

Enacted and approved this 12th day of June, 2018, in Holly Hill



3. Resolution

Resolution 2018-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter to Grant Agreement #H0085 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

Enacted and approved this 12th day of June, 2018, in Holly Hill



4. Resolution

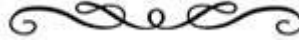
Resolution 2018-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0087 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

Enacted and approved this 12th day of June, 2018, in Holly Hill



5.

Disposal of Fixed Assets

(Requested by John McKinney, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 12th day of June, 2018, in Holly Hill



7. REGULAR AGENDA

1. Resolution

Resolution 2018-R-36 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Apply to the Racing and Recreational Facilities District for a Grant in the Amount of \$50,000 for the Purchase and Installation of the National Fitness Campaign, Fitness Court; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 12th day of June, 2018, in Holly Hill



2. Resolution

Resolution 2018-R-37 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

Mr. Forte stated this is in response to the workshop session that the Mayor and Commissioners already had. If they have any questions, Mr. McKinney is prepared to answer them.

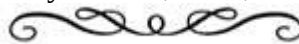
John McKinney, Finance Director, stated this mid-year budget does two things. This amends their overall fund structure and increases their budget overall citywide. As they discussed at the workshop, they are renaming, merging and creating several new funds throughout the city for additional accountability. This, overall, modification to their fund structure, does reduce their overall budget that was adopted of \$37,977,600.00. With all of the modifications to the budget, it reduces their overall city budget to \$35,359,399.00. If they take all those changes away and actually look at the net increase to the budget, the budget overall increased by \$407,099.00. On the sheet listed in the variance, it showed them what all the funds increase/decrease by and what he would like to highlight overall is the unrestricted column. What that shows are what monies are available in that particular fund over what the original adopted budget was. He definitely wants to highlight the General Fund. That increased by that amount strictly from projects in 301 that have either been delayed or cancelled or came in under budget and that money was moved from fund 301 back to the General Fund. The only real change that he wants to highlight is the creation of the two new funds for the current Fiscal Year, fund 501 Information Technology and fund 502 Fleet. Those expenses are still in the General Fund and all the other funds but he just wanted to highlight that those two funds were created in the total amount as listed above.

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 12th day of June, 2018, in Holly Hill



8. PUBLIC HEARINGS

1. Ordinance

SECOND READING - Ordinance 3005 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-5 (General Commercial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, briefly went over the staff report with the Mayor and City Commissioners that was in their agenda packets and it's the same report that was

presented to them for first reading on May 22, 2018 at the regular City Commission meeting. On May 22, 2018, the Commission gave preliminary approval of the request but instructed staff to work with the applicant with regards to parking for Lot 5. Staff and the applicant have reached an agreement and the following language has been added to the BPUD Agreement. On Page 4, under the heading Development Agreement, letter D, subsection 2. The new/added language says, *“There shall be 8 parking spaces located in the parking area constructed on Lots 3 and 4 that shall not be used to satisfy any other jurisdictions' parking requirements and shall only be used to satisfy the parking requirements of Lot 5. However, there shall not be a requirement to identify with signage that specific parking spaces are reserved for Lot 5 only.”* Mr. Walker stated that is the only change. Based on this information, staff recommends that the City Commission adopt the Ordinance and enact in a rezoning from a B5 General Commercial to a Business Planned Unit Development (BPUD) and approve the associated Development Agreement as changed and Preliminary Development Plan for approximately 1.58 acres located on the east side of Nova Road approximately 600 feet south of 6th Street.

Mr. Forte informed the Mayor and City Commissioners that in their agenda packets is the old Development Agreement that doesn't have this new language. So, if their motion includes the language that's in there, he does have the final documents that he received from the attorney's that has the language in there but they didn't get into the agenda item. So, their motion should include that language should be included in Section D., Land Uses within the BPUD, Section 2.

Rob Merrell, Attorney for Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach, stated they had a lengthy and lively discussion at first reading and Mr. Walker did a great job telling the Commissioners what happened between then and now so if they have any other questions, he will be happy to answer them. Hopefully, the city will support us and welcome the Divia (?) folks to the community and hopefully more.

Mayor Penny opened public participation. No one spoke.

*Commissioner Via made a motion to **APPROVE ORDINANCE 3005 with the added language to read as follows, “There shall be 8 parking spaces located in the parking area constructed on Lots 3 and 4 that shall not be used to satisfy any other jurisdictions' parking requirements and shall only be used to satisfy the parking requirements of Lot 5. However, there shall not be a requirement to identify with signage that specific parking spaces are reserved for Lot 5 only”**, seconded by Commissioner Byrnes.*

Mayor Penny reminded the Commissioners that this is a quasi-judicial matter and if any of them have had any ex parte communications they need to disclose that now. For the record, he needs to say that he was at City Hall when Mr. Galloway was here and they were in negotiations with Mr. Walker and Mr. Forte. He happened to walk in on the conversation and they talked about football and kids and everything else and land development and Mr. Merrell was brought in on a conference call so, he was part of listening in on those conversations.

Commissioner Danio stated he talked to Mike about pizza, things that are important and

they did have some conversation on the other things as well.

Commissioner Currie stated she knows they probably all feel the same way; they welcome the new businesses because that is one direction that they are all heading into. She appreciates everything Attorney Merrell has done and Attorney Simpson has done, Mr. Walker and everybody else who has been involved. Great job and a good compromise.

Commissioner Via stated he would like to echo that. Thank you, Attorney Merrell for taking the concerns that the Commission talked about and he thinks it's going to be beneficial not only for Holly Hill but obviously for the applicants to market that property so that they can bring in a business to Holly Hill. Thank you for all the work that Attorney Merrell and Mr. Walker have done.

PASSED, 5-0.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

ORDINANCE

Enacted and approved this 12th day of June, 2018, in Holly Hill



9. COMMUNICATIONS

A. City Manager & Staff Comments
None.

B. City Attorney Comments
None.

C. City Commission Comments

Commissioner Via stated himself and Mr. Forte had a good meeting today and they worked out a lot of issues and so he thinks there is just a few things that the Commission needs to talk about as a whole and he would like to start off by asking Mr. Forte if he could give the Commission an update on some of the park issues. Some of the park complaints that the city has received.

Mr. Forte stated he actually just responded to a citizen through email with regards to some of the parks. As they know, they've talked about the dog park, the possibility of relocating that to Hollyland Park but due to the conversations that they are having with the people from The Pickleball, that's not really going to be the case. He doesn't foresee that happening any time in the future. As far as Sunrise Park is concerned, they are still waiting...he sent an email out to each of the Commissioners a couple of days ago, that

the city did receive about \$800,000 back from FEMA. The city is still waiting on about \$1.2 million for some other debris hauling; that was for the first couple of days of Hurricane Matthew. As a result of those storms, they have seawall damage on both the north and south seawalls on Sunrise Park North. The piers are damaged and they are still waiting on FEMA to give the city any indication that they are going to improve reimbursement for the repairs of those parks. Last week he had an opportunity to meet with Randy Foltz from Marina Grande, he used to be one of the principles involved with the construction of the Marina Grande project, he's back in town and he's been hired to work on the repair of the pier at the Marina Grande so while he was in town, I asked him if he would have the folks that he has coming up from south Florida, if they would take an opportunity to go out to Sunrise Park and take a look at the two piers to see what, in their professional opinion, it would take to make those repairs and then based on whatever they come back with, it will give the city a good indication on what direction the city needs to go in. Mr. Forte stated as far as the irrigation system that he talked about, that's being inspected to see if it can go back into service. He spoke to Mr. Khoury about having city staff be recertified to be able to do weed and feed, fertilizer and weed killer applications on city property.

Commissioner Via stated there's a lot of things that are going on in the city's parks and he doesn't know if any of the other Commissioners have received any complaints about some things that haven't really been kept up to the standard, of which, he believes all of the Commissioners want to keep the parks. There was an idea brought up today that he wanted to throw out to the Commissioners. Since there are complaints about that, they can't be everywhere at all times, he thinks that it would be a good idea to start a "Park Advisory Board" and basically, they would oversee the parks and let the Commissioners know maintenance things, the beautification things that the city can do in the park and really be on top of that. He thinks it would go a long way for how the Commissioners want their parks to look because they need to take pride in their parks. They have some of the best locations all around. Is that an idea that anyone likes?

Commissioner Danio asked if that is a voluntary board?

Commissioner Via stated, yes. They would have to find people to appoint.

Commissioner Danio asked if he has had any contact with people that might be interested?

Commissioner Via stated, no. This is brand new. This came from a citizen today and he thought that it was a good idea.

Commissioner Danio stated it's a great idea. The problem is finding the people to get involved.

Mayor Penny stated he thinks the people that use the parks are the city's best eyes. Like Commissioner Via said; they're not everywhere all the time. The only concern he has with forming an Advisory Board is that there will be an attendance requirement. If it's a city sponsored board, minutes have to be kept, a secretary has to be responsible for that. He doesn't know if they might be creating more bureaucracy than necessary. Maybe they need to...Mr. Forte and himself have talked and he knows that Commissioner Via has

talked with Mr. Forte today about it, they talked a couple of weeks ago about some of these issues. They might want to see how far they get with some of these issues and then it might be as simple as a suggestion box rather than recreating an entire bureaucracy of a board, put out a suggestion box. He knows Mr. Forte has instructed staff to go by and report on a daily or weekly basis, some of the things that may or may not have been paid as closely attention to as might need to be. Water faucets and things like that. He is all in favor of increasing the quality of their parks. He just doesn't know how they get there. He just doesn't want to create some monster and not have people come and then they have to disband a board. They tried the Civil Service Board, the Beautification Board was tried. The Historic Society actually asked the city to disband them and set them free on their own. He hears Commissioner Via. He just doesn't know if that's the best solution at this time.

Commissioner Via stated they have a lot going on with their parks right now. For instance, with Sunrise Park, hopefully, they're looking at this grant to bring in this new exercise program and then the city has the splash down in the park coming, the city will have events there. They also have the Dog Park, which he believes it would be good to have citizens to...when issues come up and are related to the park, that the city can pass it through them. That's why he thinks it would be a good idea. If there's any other input from any of the other Commissioners, he would love to hear it.

Commissioner Currie stated she would definitely love to come up with some conclusion to be able to continue with the wonderful parks that the city has but improving the quality of what they offer. They definitely need to hash out a little bit. They are supposed to be having more workshops in the future, maybe that can just be a topic that is slid in on one of their workshops.

Commissioner Via stated, yes. He agrees and he's not asking for a decision tonight. If the Commission told him...

Commissioner Currie stated normally when they workshop...

Commissioner Via stated no way then...

Commissioner Currie state they've come up with a lot of good ideas and things of that nature when they workshop it.

Commissioner Via stated they would have to come up with responsibilities and what would go to the board, etc. and so on.

Mayor Penny stated he agrees and it should come up in a workshop. Something as...he thinks, we as Americans, we as people typically do, is they build things and never really plan to maintain them and a lot of these things we have good intentions and the fall to the budget floor because we have pothole's or our health insurance goes up. He thinks this is an important topic that they are going to have to bring up at budget time and set something aside. They all want beautiful grass but they need to make sure they budget for it.

Commissioner Currie stated but even if they can agree to a workshop.

Mayor Penny stated, definitely.

Commissioner Danio stated there's nothing wrong with that.

Commissioner Byrnes stated he's okay with that but he thinks to keep it at the top of the bubble but maybe under communications they can add a "parks report" and have public input so that the Commission can say, "here's what's going on in the park". If somebody has a complaint or a suggestion and then they can come up and then the Commission can tell Mr. Forte, "yes, what that person suggested is good, let's go with that", or "no, that person should go to a park in Ormond."

Mayor Penny stated so they will put it on a workshop schedule.

Commissioner Via stated, yes. Let's do that. His last comment, and this will go with the workshop but they need to start looking at...he visits Sunrise Park as he visits many other parks and the Dog Park is one of them. Since the city has a crew of inmates that the city is only getting half of what the city wants to be getting from the crew because there's not enough inmates to that day to be cutting the city's grass and whatnot, sometimes there are lapses to where grass can get too high, there's weeds, and that happens. Unfortunately, for some people, when they go out they may just see that. They didn't see the week prior when it was cut or two weeks prior. He thinks they need to look at, also, what are the standards for the parks. He thinks, and this goes to a budget question, if the city wants higher standards with their parks then they need to budget for it. They need to figure out a way. Maybe they need a park ranger to look after some of these things, maybe they need to have a dedicated crew just to the parks alone. He doesn't know. Just throwing out some ideas.

Commissioner Currie stated she thinks they tried the park ranger idea back, three or four years ago and that didn't work out so well.

Commissioner Via stated, right. He's not sure how that went but he would like to find out more information.

Commissioner Currie stated it didn't go well.

Mayor Penny stated he thinks it's something that they need to readdress. Everyone sees the beautiful Palm Trees on US1 and this Commission decided that, that investment of tax dollars was so important that they needed to maintain that and the inmates will not be cutting that. The city just signed a three year contract for a maintenance crew.

Mr. Forte stated, not yet.

Mayor Penny stated or they are about too.

Mr. Forte stated they are going to put it in the next budget.

Mayor Penny stated but they are going to make sure that's maintained. They talked about Hollyland Park and he flashes back 40 years ago when that was like Shea Stadium, everything was manicured and now it's turned into a sandbox because they haven't maintained it. They've done a poor job at it and they can do better. He agrees with Commissioner Via.

Commissioner Via stated and these are concerns coming, strictly from citizens and he

wanted to bring it up to the Commissioners and see what their thoughts were.

Commissioner Currie stated and she thinks those are valid topics for the workshop they are going to have.

Commissioner Via stated, perfect. With that, their one listener online is probably his dad so he will take this opportunity to say, “Happy Father’s Day dad”, hope you’re listening.

Commissioner Danio stated the Palm Trees and everything looks great. They did a good job with all of that. Wished everyone a Happy Father’s Day.

Commissioner Byrnes stated it’s neat when the political season comes because you find out rumors about yourself. Now, I usually sign up to run during the qualifying week and I often wait until the last day but I will tell you with certainty that there’s one thing that I’m not doing. I am not running for Mayor. Vikki has had six people come to her and say, “hey, we want signs.” I am not running for Mayor. Anything else I’m running for, we will find out because I am still trying not to be in the politics. I’m trying to do this job and I don’t want any politics swirling around until that time when it’s supposed to be. In my book. Not that anybody else has done anything wrong. I’m not saying that. I’m just saying in my own mind, I don’t think it’s the time. I’m not running for Mayor. So if you’ve heard that, if you made bets in Vegas, you’ve lost. Commissioner Byrnes stated the City Manager, there’s been some people saying some things that weren’t very nice and he doesn’t know if folks realize what happened at the Florida League of Cities meeting two or three weeks ago, Mr. Forte received the *Government Executive of the Year Award* from the League of Cities because this City Commission supports him 100%. Mr. Forte is doing a wonderfully, tremendous job. So if someone, somewhere tells you that the City Manager is not doing a good job, look them right in the eye and say, “you are ignorant”, because the City Manager has done a marvelous job, in this Commissioner’s eyes, every day that he has been here. Do we agree on things 100%? Certainly not and that’s part of government. Commissioner Byrnes stated he hates the rumors during election time. His political future, everyone will be able to find out about that. It looks bright and it looks great.

Commissioner Currie stated she loves looking out into the audience and seeing so many faces, it just thrills her. She loves seeing so many people coming out wanting to be involved in city government. Please keep coming back. Thanked staff for all of their hard work. She appreciates everything that they have been doing to help make this city the wonderful place that it is to live, work and play. She couldn’t ask to live in a better city.

D. Mayor's Comments

Mayor Penny stated Commissioner Via talked about Father’s Day and wished his father a Happy Father’s Day thinking he was listening online but he wasn’t (he’s here in the audience). He knows that Commissioner Via is blessed to live a couple of miles away from his father and I’m blessed to still have my dad alive. He knows that many people have father’s that are deceased and many people have strange relationships with their fathers. His wish for everyone would be to pick up the phone on Sunday and call them if you are able to or send them a post card and just tell them you’re thinking of them and hopefully you can build that relationship because you never know when it’s over. Life is too short to not have that type of relationship. I’m so blessed to have most of my family

within 25 miles of my house. Mayor Penny wished everyone a Happy Father's Day if they are fathers.

10. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



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

**City Commission
Resolution**

MEETING DATE: June 26, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-39 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with the Florida Department of Transportation (FDOT) to Have Identification Markers Installed in the Right-Of-Way Owned by FDOT; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 2070)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has requested permission from the Florida Department of Transportation (FDOT) to install “Welcome to Holly Hill” identification markers in the right-of-way owned by FDOT at the north and south ends of the City limits in the median of US1.

The City of Holly Hill and FDOT agree that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

The City and FDOT agree to the installation and maintenance of the Project, subject to terms and conditions in the attached agreement.

FISCAL ANALYSIS:

Estimated cost of these two signs will be an average of \$700 to \$1,000 annually to be funded by the CRA.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with FDOT to install “Welcome to Holly Hill” identification markers in the right-of-way owned by FDOT at the north and south ends of the City limits in the median of US1.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-39, AND AUTHORIZE OF THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FDOT TO INSTALL “WELCOME TO HOLLY HILL” IDENTIFICATION MARKERS IN THE RIGHT-OF-WAY OWNED BY FDOT AT THE NORTH AND SOUTH ENDS OF THE CITY LIMITS IN THE MEDIAN OF US1.

ATTACHMENTS:

- CAF Agreement-Holly Hill US1 Welcome Sign (PDF)

Resolution No. (ID # 2070)

RESOLUTION 2018-R-39 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO HAVE IDENTIFICATION MARKERS INSTALLED IN THE RIGHT-OF-WAY OWNED BY FDOT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO HAVE IDENTIFICATION MARKERS INSTALLED IN THE RIGHT-OF-WAY OWNED BY FDOT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has requested permission from the Florida Department of Transportation (FDOT) to install “Welcome to Holly Hill” identification markers in the right-of-way owned by FDOT at the north and south ends of the City limits in the median of US1; and

WHEREAS, The City and FDOT agree that transportation facilities enhanced by Community aesthetic features can benefit the public, result in positive economic Development, and increase tourism both locally and throughout Florida; and

WHEREAS, The City and FDOT agree to the installation and maintenance of the Project, subject to terms and conditions in the attached agreement.

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 the FDOT to have identification markers installed in the right-of-way owned by FDOT at the north and south ends of the City limits in the median of US1.

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

APPROVED AND AUTHENTICATED on this 26th day of JUNE, 2018.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

625-010-10
 ROADWAY DESIGN
 OGC - 08/17
 Page 1 of 12

State Road/Local Road 5 (US 1) Section No. 79030 CAFA No. 2018-M-591-1

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and the City of Holly Hill ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** ☐ Public Art, ☒ Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road 5 (US 1) at MP1.303 & 3.953 in Volusia County, Florida ("Project").
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through December 31, 2038, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one year (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** ☐ Public Art, ☒ Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 1650 North Kepler Road DeLand, Florida 32724. The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such

Attachment: CAF Agreement-Holly Hill US1 Welcome Sign (2070 : Holly Hill US1 Welcome Signs)

plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Jim Read, at (386) 740-3406 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed

and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Annual Inspections

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 5 PROGRAM MANAGER

DeLand Operations

1650 N. Kepler Road DeLand, FL 32724

Phone: 386-740-3400

Fax: _____

City of Holly Hill _____ COUNTY [OR CITY], FLORIDA

453 LPGA Blvd.

Holly Hill, Florida 32117

Phone: 386-248-9493

Fax: _____

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The 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 Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. 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. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. 79030 CAFA No. 2018-M-591-1**AGENCY**City of Holly Hill

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review: _____

City or County Attorney**DEPARTMENT**

State of Florida, Department of Transportation

By: _____

Print Name: Alan Hyman, P.E.Title: Director of Transportation Operations

Date: _____

Legal Review: _____

Attachment: CAF Agreement-Holly Hill US1 Welcome Sign (2070 : Holly Hill US1 Welcome Signs)

Section No. 79030 CAFA No. 2018-M-591-1

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within the Department's right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Jan Stern, P.E./R.L.A./Architect and dated 6/11/2018. Any revisions to these plans must be approved by the Department in writing.

Attachment: CAF Agreement-Holly Hill US1 Welcome Sign (2070 : Holly Hill US1 Welcome Signs)

Section No. 79030 CAFA No. 2018-M-591-1

EXHIBIT "B"

SPECIAL PROVISIONS

None

Attachment: CAF Agreement-Holly Hill US1 Welcome Sign (2070 : Holly Hill US1 Welcome Signs)

Section No. 79030 CAFA No. 2018-M-591-1

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

No work may be performed in the Right of Way during Special Events.
No lane closures permitted between 8 AM and 6 PM.

Attachment: CAF Agreement-Holly Hill US1 Welcome Sign (2070 : Holly Hill US1 Welcome Signs)

Section No. 79030 CAFA No. 2018-M-591-1

EXHIBIT "D"

AGENCY RESOLUTION

Attached, following page.

Section No. 79030 CAFA No. 2018-M-591-1

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE**NOTICE OF COMPLETION**COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the City of Holly HillPROJECT DESCRIPTION: Local ID Markers

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

Attachment: CAF Agreement-Holly Hill US1 Welcome Sign (2070 : Holly Hill US1 Welcome Signs)



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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: John McKinney
SUBJECT: CPI Rate Adjustment Request - Waste Pro of Florida, Inc.
NUMBER: (ID # 2067)
APPLICANT:
PLANNER:

DISCUSSION:

This is a request from Waste Pro of Florida, Inc., (WP) to approve an annual Consumer Price index adjustment for solid waste, yard waste, and recycling collection and disposal services for fiscal year 2018-19.

On August 22, 2017, the City of Holly Hill contracted for the provision of solid waste collection and disposal services with Waste Pro of Florida, Inc., (WP) thru an assignment of services from Waste Management Inc., of Florida. The solid waste agreement (SWA) Section 7B allows for WP to request an annual Consumer Price Index (CPI) adjustment for the collection cost component paid by the City annually on October 1. These increases will be one hundred (100%) percent of the CPI index for the annual change of the April index.

FISCAL ANALYSIS:

The annual cost to the City of a 2.46% percent CPI adjustment is estimated to be \$44,809. Proposed Charges for Service to our customers will be discussed at a future budget workshop.

STAFF RECOMMENDATION:

Staff recommends approval of a 2.46% CPI adjustment to the solid waste agreement with Waste Pro of Florida, Inc.

COMMISSION GOAL:

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

Goal #4: Provide proficient public health and safety services in terms of police and fire

protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

City Commission approve the 2.46% CPI adjustment to the solid waste agreement with Waste Pro of Florida, Inc., and authorize the City Manager to execute all required amendments to the agreement.

- Holly Hill CPI request 5 29 18 (PDF)
- Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (PDF)



May 30, 2018

City of Holly Hill
Mr. Joseph Forte, City Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

Dear Joe,

As you know, our Contract for Solid Waste Collection, Disposal and Transportation Services allows for an increase to the collection component of our pricing based on the annual change in the Consumer Price Index (CPI).

I would like to formally request the adjustment and ask that you review and contact me if you have any questions.

The Consumer Price Index was calculated based on the Series ID CUUR0000SA0 for All Urban Consumers, Not seasonally adjusted, All items in U.S. City Average, from April 2017 to April 2018. The change in the index was 2.46%. If approved this rate adjustment would be applied to our collection rates beginning in October of 2018.

Please review this request and contact me if you have any questions.

Sincerely,

Ken DeForest
Division Manager

Waste Pro – Daytona Beach

cc. Tim Dolan , Bill Redman

word/Holly Hill_CPI_request_5_30_2018

Attachment: Holly Hill CPI request 5 29 18 (2067 : CPI Rate Adjustment Request - Waste Pro of Florida, Inc.)



Tim Dolan, Vice President
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford, FL 32771-6369

August 31, 2017

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Dear Joe,

This letter confirms that Waste Pro of Florida, Inc accepts the assignment from Waste Management Inc. of Florida and the "Contract for Solid Waste Collection, Disposal and Transportation Services between the City of Holly Hill, Florida and Waste Pro of Florida, Inc., dated August 22nd, 2017

Sincerely,

Tim Dolan, VP

cc. Bill Redman

word/Holly Hill contract letter 8_31_17

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2067 : CPI Rate Adjustment Request - Waste Pro of Florida,



TIM HAWKINS
PRESIDENT

WASTE MANAGEMENT INC. OF FLORIDA
2700 WILES ROAD
POMPANO BEACH, FL 33073
954.984.2035 PHONE
954.984.2057 FAX

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Assignment of Contract for Solid Waste Services between
City of Holly Hill and Waste Management Inc. of Florida to
Waste Pro of Florida Inc.

Dear Mr. Forte:

This letter confirms the fact that Waste Management Inc. of Florida consents to and authorizes the assignment of the above captioned contract to Waste Pro of Florida Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy Hawkins', written over the printed name.

TIMOTHY HAWKINS

**Contract for Solid Waste Collection,
Disposal and Transportation Services**

Between

The City of Holly Hill, Florida

And

Waste Pro of Florida, Inc.

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2067 : CPI Rate Adjustment Request - Waste Pro of Florida,

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CONTRACT

THIS CONTRACT is made and entered into this 22nd day of August, 2017, by and between **The City of Holly Hill**, a Florida municipal corporation ("the City") and **Waste Pro of Florida, Inc.**, a Florida corporation ("the Contractor").

In consideration of the mutual covenants, agreements, and considerations contained herein, the City and the Contractor hereby agree as hereinafter set forth:

SECTION 1 - DEFINITIONS AND TERMS

A. DEFINITIONS. For the purpose of this article the following terms, phrases, words and their derivation shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. Other terms not defined herein shall be defined consistent with applicable federal, state, or local law; or in the absence of such applicable laws and regulation, they shall be given their customary meaning.

APPROVED LANDFILL means the Volusia County landfill or any other FDEP approved landfill recognized by the City for Contractor's use in disposing of collected solid waste pursuant to this Contract.

BIOLOGICAL WASTE means waste that causes or has the capability of causing disease or infection including biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to human beings or animals.

BIOMEDICAL WASTE means any solid or liquid waste which may present a threat of infection to human beings, including non-liquid human tissues and body parts; laboratory and veterinary waste which contain human-disease causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and any other materials which have been determined by federal, state, or local regulatory agencies to present a significant risk of infection to persons outside the generating facility.

BULKY WASTE means large discarded items of trash such as furniture, refrigerators, stoves, other household appliances, pallets, mattresses, bedding and carpeting, which due to their size, shape, or weight, cannot readily be placed for collection in the standard waste container provided by the Contractor pursuant to this Contract. The term excludes any items of yard trash, construction and demolition debris, and car and boat engines, tires, and exterior vehicle body parts.

COMMERCIAL CUSTOMER means a solid waste customer of the City receiving service at a commercial establishment.

COMMERCIAL ESTABLISHMENT means a property or properties zoned or used for commercial or industrial uses, or used by an entity exempt from taxation under s. 501(c)(3) of the Internal Revenue Code, and excludes property or properties zoned or used for single-family residential or multifamily residential uses.

COMMERCIAL CUSTOMER means a customer of the City's solid waste utility other than a residential customer.

COMMERCIAL REFUSE means refuse collected by Contractor from any commercial customer.

CONSTRUCTION AND DEMOLITION DEBRIS means discarded materials generally considered to be non water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

(i) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

(ii) Effective January 1, 1997, except as provided in 403.707(12)(j), Florida Statutes, unpainted, non treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and

(iii) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

CONTRACT YEAR means a 365-day period beginning on the Effective Date or on the anniversary of the Effective Date. The Contract

Year may be referred to with an ordinal number based on when the Contract Year begins. For example, the first Contract Year is the Contract Year beginning on the Effective Date, and the Second Contract Year is effective on the first anniversary of the Effective Date.

CURBSIDE means the area immediately adjacent to the edge of the traveled portion of a public or private street affording reasonable access to waste collection vehicles. Typically this area is the parkway or lawn area in between the street and sidewalk. For properties without such parkways or lawn areas, curbside means on the customer's property within five feet from the street.

DESIGNATED RECOVERY FACILITY means a facility licensed by the appropriate governmental entity to receive and process recovered materials.

DUPLEX means a residential building containing two single-family living units.

DWELLING means any premises used primarily for human habitation, except accommodation units.

EXCLUDED WASTE means (i) biological waste, (ii) biomedical waste; (iii) hazardous waste; (iii) debris and waste products generated by land clearing, building construction or alteration activities (other than do-it-yourself projects) and hauled away by the respective Contractor, public works-type construction projects whether performed by a governmental unit or by contract, or governmental agencies other than the City; (iv) items not allowed at the County landfill or other approved landfill; and (v) any other materials or substances deemed by the Public Works Director to be hazardous and therefore excluded. The term includes yard waste produced by landscape maintenance contractors which is hauled away by same, and tree removal debris.

GARBAGE means every accumulation of animal, fruit, or vegetable matter relating to the storage, preparation, use, and consumption of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects. The term includes bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, but not recovered materials. The term also includes animal feces.

HAZARDOUS WASTE means solid waste or combination of solid wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial hazard to

human health or the environment if improperly stored, treated, disposed of, transported, or otherwise managed.

MECHANICAL CONTAINER means a container for the deposit of garbage, trash, or recyclables that can be emptied by mechanical means.

MUNICIPAL BOUNDARIES means the incorporated limits of the City, as they now or hereafter may exist.

MULTIFAMILY BUILDING Multi-family dwelling unit shall mean a building or a portion of a building, regardless of ownership, containing more than one dwelling unit designed for occupancy by a single family, which units are not customarily offered for rent for one day, and shall include apartments, townhouses, and condominiums

MULTIFAMILY RESIDENTIAL COMPLEX means a building or complex of buildings that contains one or more multifamily buildings.

NEIGHBORING COMMUNITY means a municipality within Volusia or Flagler County.

PRIMARY COLLECTION VEHICLE means a vehicle typically used by Contractor for regularly-scheduled route collections.

PUBLIC WORKS DIRECTOR means the City employee responsible for management and operation of the City's solid waste utility, regardless of job title, or designee; provided that in all instances the term includes the City Manager for the City.

RECOVERED MATERIALS means metal, paper, cardboard, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

RECYCLABLE MATERIALS means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The term includes newspapers, aluminum and metal beverage and food cans, all colors of glass bottles and jars. The term also includes plastic bottles coded "1" or "2" at the bottom, which previously held liquid, and such other materials as mutually agreed upon in writing by the Contractor and the Public Works Director. The term excludes materials that previously contained biological waste, biomedical waste, hazardous waste, or automotive or food products.

REFUSE means all garbage, trash, including construction and

demolition debris, but not biological waste, biomedical waste, hazardous waste, or recovered materials.

RESIDENTIAL CUSTOMER means a City solid waste customer receiving collection service for single-family premises, a duplex, a triplex, or a multifamily residential complex, regardless of the type of container provided.

SPECIAL WASTES means solid wastes that may require special handling and management, including tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard waste, biological wastes, biomedical wastes, and hazardous wastes.

TRASH means and includes household trash, yard trash, and commercial trash, defined as follows:

(i) Commercial trash means any and all accumulations of refuse material generated by the operation of buildings containing more than ten permanent living units, motels, stores, offices, and other business places, which is not garbage or recovered material, including discarded paper, rags, excelsior, wooden or paper or cardboard boxes or containers, sweepings, furniture, appliances, car parts, tires, and any other accumulations; and all waste placed in public receptacles on public streets, parks, playgrounds, and other public places.

(ii) Household trash means any and all accumulations of refuse material from the operation of a residential unit which is not garbage or recovered materials, including all bulky wastes, yard toys, and building material waste from residential do-it-yourself projects.

(iii) Yard waste means any and all accumulations of refuse consisting of grass, palm fronds, leaves, branches, shrubs, vines, cut trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees. The term excludes boards or lumber.

TRIPLEX means a residential building containing three single-family living units.

B. CUSTOMER CLASSIFICATIONS. Customers may be classified in this Contract as residential or commercial customers. Customers may also be classified in this Contract as totter-serviced customers or mechanical container-serviced customers. These two sets of customer classifications are not mutually exclusive.

SECTION 2 - TERM OF CONTRACT; OPTION TO RENEW

The Initial Term of this Contract is ten years and one month commencing on September 1, 2017 (the "Effective Date"), and ending on September 30, 2027, unless terminated prior to that date.

The Parties may renew this Contract by mutual consent for additional ten-year Renewal Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Holly Hill City Commission.

SECTION 3 - SCOPE OF WORK; EXCLUSIVE RIGHTS

A. GENERAL DESCRIPTION; RESPONSIBILITY FOR COSTS. Commencing on the Effective Date, and continuing throughout the Initial Term and any Renewal Terms, Contractor shall provide refuse collection, transportation, and disposal services, and recyclable materials collection and transportation services, as further described below, within the municipal boundaries. Contractor will provide such services to all of the City solid waste utility's residential customers, and all commercial customers. In addition, Contractor shall perform such services as are required to provide a complete recyclable materials program.

Contractor is responsible for all costs associated with the services required herein, including for provision of labor, vehicles and other equipment, machinery, supplies, insurance, bonds, permits, licenses, taxes, and interest, except where specifically provided otherwise herein.

B. GENERAL REQUIREMENTS. In providing the services herein, Contractor will comply with the following general requirements in addition to those described in the enumerated Sections below:

(1) Contractor will perform the services described herein in an efficient, sanitary, thorough manner.

(2) Contractor will not litter or cause any spillage (including waste streams, hydraulic fluid, oil, fuel, or otherwise) in providing the services. Upon being notified of littering or spillage, Contractor will provide immediate cleanup.

(3) Contractor will comply with all applicable federal, state, and local laws, and obtain and comply with all permits and licenses required by law.

(4) Consistent with Section 13 below, Contractor will provide a sufficient number and quality of vehicles and other

equipment, and employ a sufficiently trained work force consisting of a sufficient number of workers, to enable Contractor to perform the services in compliance with all requirements.

(5) Contractor will operate Contractor's vehicles in a manner that maximizes safety and minimizes interference with vehicular and pedestrian traffic. Contractor will not suffer or permit vehicles in service to be unattended while on the streets. The City reserves the right to deny Contractor's vehicles access to certain roadways or alleys where, because of road conditions or other circumstances, denial of such access is in the public interest.

(6) In providing collection services, the Contractor will not be responsible for scattered refuse except where refuse has been scattered by Contractor's acts; in which case, Contractor will immediately pick up all such scattered refuse.

(7) Contractor's employees will not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large. In such event the Contractor shall immediately notify the customer and Public Works Director, in writing, of such conditions and of his inability to make collection because of such conditions.

(8) Contractor will submit to the Public Works Director a monthly report, no later than the 15TH of each month, for the previous month, regarding the following:

- Garbage, yard waste and recycling tonnage by route.
- Used tire tonnage from all routes.
- Commercial toter collection report listing, in alpha order, service address, size, days of collection and truck or route number.
- Commercial front load dumpster report listing, in alpha order, service address, dumpster size, days of collection and truck or route number.

The compactor reports are needed as directed by the City; by service address, size of container, date pulled, and number of pulls per month.

(9) In order that the City may be informed of the quality of service, the Contractor agrees to maintain an on-line, web-based electronic tracking system (hereinafter "Electronic

Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the City and all residential and commercial customers with access to the Electronic Tracking System to report a complaint and review status. The City may provide a link to the System from the City's web site. Contractor agrees the City will deduct the monthly cost of the online tracking system in an amount not to exceed \$300.00 monthly from the payment due the contractor from the City. The Contractor agrees he must input a resolution for each case entered into the tracking system prior to closing any such case.

C. EXCLUSIVE RIGHTS. While this Contract is in effect, in consideration of the scope of services to be provided by Contractor, and subject to compliance with all conditions of this Contract, Contractor will have the sole and exclusive right to collect refuse, trash and recyclable materials within the municipal boundaries, subject to the following exceptions:

(1) Excluded waste and post-disaster debris may be collected and disposed of by the City or another contractor selected by the City.

(3) Recovered materials at commercial establishments - in accordance with Florida Statutes Section 403.7046(3), the City may not require commercial establishments generating source-separated recovered materials to use the City's solid waste service for collection and conveyance of such materials.

(4) The City reserves the right to collect refuse in the course of its street maintenance and other City functions and pursuant to City ordinances.

(5) Any other exemptions required by federal, state, or local law.

SECTION 4 - REFUSE COLLECTION AND DISPOSAL

A. RESIDENTIAL COLLECTIONS. Except for certain multifamily residential complexes as provided in Section 4.A.(4) below, all residential customers will receive services using regular garbage containers, plastic tie bags or a wheeled cart (aka) toter-type container.

Services as follows.

(1) Scheduled Refuse Collection. Contractor will provide scheduled refuse collections for all City residential customers in accordance with the following terms and conditions:

(a) **WHEN:** Twice per week, Monday, Tuesday, Thursday and Friday between 7:00 a.m. and 7:00 p.m. Scheduled date of service will be at least three days apart.

The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

(b) **QUANTITY AND KIND:** The Contractor will collect all refuse left for collection subject to the following exceptions, which are further addressed in Special Collections in Subsection 4.E below:

(i) **Litter:** Contractor is not required to collect litter as defined in Chapter 54 of the City Code.

(ii) **Excluded Waste:** This Contract does not cover or require the Contractor to provide for collection of excluded waste.

(iii) **Construction and demolition debris:** Except for limited amounts of construction and demolition debris generated from do-it-yourself projects and left for collection as part of a regularly scheduled residential refuse service, this Contract does not require Contractor to provide collection of such debris. The Contractor is exempt from obtaining a franchise license

(iv) **Bulky Wastes.** Contractor will generally remove bulky waste items that have been placed for refuse collection. However, if due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove bulky waste items without special equipment. Contractor shall collect all bulk waste by the close of business the day following identification with such equipment and remove the bulky waste items. Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 3.B.(9).

(v) **Tires:** Contractor shall collect and dispose of passenger type automobile tires generated by residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that Contractor may impose an additional charge, with prior approval of the Public Works Director and prior notice to the customer, if the residential customer exceeds an annual maximum of eight automobile

tires. Truck tires shall be specifically prohibited from required collection.

(c) WHERE: Collection will be made curbside, except for certain disabled customers who have been approved by the Public Works Director for alternate collection location as follows: Disabled residential customers may file a written request with the Public Works Director to arrange for a more convenient collection location, using forms provided by the City. The request must include (i) a signed statement that no one is residing at the home who is physically able to take the refuse curbside, and (ii) a physician's statement verifying that the customer is physically unable to take the refuse curbside. Upon approval of the request the Public Works Director will provide notice to the Contractor that alternate collection is required, including the collection location. Thereafter the Contractor will provide collection at the alternate location designated, such as the back door, garage entrance, or side yard. In such instance Contractor will only be required to collect bulky waste if left at the required curbside location.

(d) HOW: The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position with the lids in place in the location where they are found; however, under no circumstances will Contractor leave containers within the travel lane. Refuse may be transferred from containers into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. Any items of special waste not collected by the Contractor will require the Contractor to place a Contractor provided notice on either the container or the customer's front door as to the reason(s) such items were not collected. On the same day, the Contractor will be required to deliver to the Public Works Director a copy of such notice(s) which will also include the address. The Contractor may submit a copy of the notices to the City electronically through the web based tracking system or by scanning and emailing the notices to the Public Works Director the same day. This notification will also be acceptable via a web based tracking system.

(2) Scheduled Yard Waste Collection. Contractor will make an additional collection for yard trash as follows:

(a) **WHEN:** Once per week, on Wednesday , between 7:00 am and 7:00 pm. The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

(b) **QUANTITY:** The Contractor will collect all yard trash left for collection, except for excessive yard waste.

For purposes herein, "excessive yard waste" means (i) large items such as tree limbs that exceed five feet in length or six inches in diameter, or that weigh in excess of 50 pounds; (ii) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling; and (iii) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by landscaping contractor or tree surgeon.

Contractor will not be required to pick up excessive yard waste. When Contractor determines there is excessive waste, Contractor will be required to leave a written notice for the customer stating reasons why the excessive waste was not collected and submit a signed and dated ticket to the Public Works Director, Utility Billing and RCG, and attach thereto a photograph of the excessive waste taken by Contractor.

The Public Works Director will mediate in the event of a dispute between Contractor and the customer regarding the existence of excessive yard waste or the amount of the special collection charge. If the Public Works Director determines that the yard waste is not excessive, Contractor will remove the excessive yard waste no later than close of business the day following identification/ notification by the Public Work Director to proceed. If the Public Works Director determines that the yard waste is excessive, Contractor shall not be required to collect the yard waste. However, Contractor may collect the yard waste as a Special Collection Service, set forth in Section 4.E., below.

(c) **WHERE:** Curbside or within five (5) feet of the edge of the roadway.

(d) **HOW:** The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position (not lying on its side) where they were found. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by

the Contractor. Loose piles of garden and yard trash shall be collected with pitch forks or other tools as needed, except for grass clippings, leaves, pine needles, etc. which must be containerized. One "Claw" trucks will be available to service the City at to meet the contract requirements. However if the City determines a need to increase manpower and equipment to successfully collect the waste the Public Works Director or designee has the right to request and require the Contractor to increase the use of additional manpower and equipment to complete the collection process in an acceptable manner.

(3) Scheduled Recyclable Materials Collection. Scheduled collections will be made for recyclable materials once per week, on the same day and from the same location as garbage or yard trash. Additional requirements regarding recycling are set forth in Section 5, below.

(4) Special Collection Provisions for Certain Multifamily Residential Complexes. This Section four (4) applies to multifamily residential customers who are mechanical container-serviced customers. . In addition, the Public Works Director may require other multifamily residential complexes to use such containers, either upon their request or upon the Director's own initiative.

(a) Refuse collection will generally conform to the requirements provided for scheduled refuse collections in Section 4.A.(1) above, except that:

(i) Containers will be located and collection will be made from the location agreed upon by the Contractor and the customer, and in the absence of such agreement, in the location designated by the Public Works Director; provided that the Public Works Director may require a different location in order to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(ii) The Contractor will return container(s) to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. The Contractor must properly spray the container(s) as directed by the City with a sanitizing spray from the collection vehicle.

(iii) The Public Works Director may exempt a multifamily residential complex from scheduled yard waste collections based upon verification of an acceptable arrangement with a licensed landscaping

services company for removal and lawful disposal of such yard waste.

(iv) The Contractor will immediately notify the Public Works Director through use of an Electronic Tracking System referenced in Section 3.B.(9) if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections.

(b) A multifamily residential complex using a mechanically-emptied container will be treated as a commercial customer for purposes of determining the City's payments to Contractor in Section 54, below.

B. COMMERCIAL COLLECTIONS

(1) Scheduled Refuse Collection. Contractor shall provide refuse collection for all commercial customers in accordance with the following terms and conditions:

(a) **WHEN:** Scheduled collections will be made a minimum of twice per week for food establishment businesses and a minimum of once per week for all others between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday for each commercial property. Scheduled collection dates will be at least three days apart. In addition:

(i) The Contractor agrees all commercial customer calls will be dealt with directly by the City for all request of services including but not limited to: additional collections, new service implementation, relocation of a container, maintenance of an existing container and all other matters which deals with commercial customer services

(ii) The Public Works Director, on his or her own initiative or in response to the customer's request, may require the Contractor to provide additional scheduled collections for any commercial customer in order to protect public health.

(iii) All permanent and temporary roll off will be exclusive to the City's contractor. All roll off customers must be serviced in a timely manner. Each roll off customer must be serviced the same day as the service is requested to be performed so long as a twenty four (24) hour period of notification from the customer to the Contractor. The Contractor is required to place each request for service by a

customer into the tracking system immediately upon receipt of request in order for the City to have access and notification of each incident. Service shall mean any and all request or complaint for service such as delivery or collection. Failure to comply with this requirement will result in the City implementing the appropriate administrative charge against the Contractor. See Section 14, # (20).

(b) **QUANTITY AND KIND:** Contractor will collect all refuse left for collection, including bulky waste, except for the following, which are further addressed in Special Collections, Section 4.E. below:

(i) **Bulky Waste:** If due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove the bulky waste item(s) without special equipment, Contractor shall return to the site the same day with such equipment and remove the bulky waste items. Contractor shall establish and maintain an Electronic Tracking System referenced in Section 3.B.(9) to log and immediately notify the City. The City will bill customer for bulk in excess of (1) one cubic yard. Photos of excessive bulk waste will be provided by the Contractor.

(ii) **Excluded Waste:** This Contract does not cover or require the Contractor to provide for collection of excluded waste.

(iii) **Construction and demolition debris:** This Contract requires Contractor to provide collection of construction and demolition debris generated by or on behalf of a commercial customer.

(c) **WHERE:** The commercial customer will accumulate refuse in locations that are mutually agreed upon by the customer and the Contractor and convenient for collection by the Contractor. In the absence of a mutual agreement, or whenever determined necessary in order to eliminate, prevent, or reduce odor, overflow, or spillage, the Public Works Director will determine the location.

(d) **HOW:** The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector

shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates.

If a mechanical container is used the Contractor must properly spray the container as directed by the City with a sanitizing spray from the collection vehicle. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the Public Works Director.

The Contractor will notify the Public Works Director if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. The Contractor agrees to insure collection of any commercial waste accumulated outside of the collection container and shall submit to the City a copy of each ticket produced for additional collection due to overflow of waste. Such notice will be provided on the same day as collection. If for any reason waste is not collected the Contractor will tag the waste and deliver a copy of such notice to the City the same day. The Contractor may use an Electronic Tracking System referenced in Section 3.B.(9) to provide such notice.

(2) Yard Waste. This Contract provides for collection of yard waste from commercial properties that are not serviced by landscape companies.

(3) Commercial Recycling Collection. See Section 5 below.

C. COLLECTIONS ON CITY PROPERTY. The Contractor will provide scheduled collection services on all City property and for all City facilities, including all parks and all property owned, leased, rented or controlled by the City. **Exhibit B**, attached, contains a list of current City properties served by Contractor, including frequency of collection.

When providing scheduled service for City property Contractor will empty all refuse containers located thereon, including those used by the general public.

The Contractor will collect all used tires improperly deposited on City right-of-ways and collected by the City and deposited at the Public Works Complex .

The Public Works Director may from time to time request the Contractor to place one or both of these containers at a different location within the City for collection and disposal.

E. SPECIAL COLLECTIONS. Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris, bulky waste items, tires, and excessive yard waste), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in **Exhibit E**. Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request.

In addition, during special events such as Bike Week, Contractor may upon the Public Works Director's prior approval provide such special collections and the City will bill the customer. See **Exhibit C** for further requirements regarding special events

F. MISCELLANEOUS COLLECTIONS.

(1) **Dead animals on public streets and City-owned property.** On days Contractor is scheduled in the City the Contractor shall, during normal operating hours, pick up dead fowl, reptiles, animals, fish, etc. from public right-of-way, playgrounds, and all City-owned property within two hours after notification by the City.

(2) **Vacant Lots.** The Contractor will collect refuse for vacant lots in the same manner as the Contractor provides for occupied lots.

G. DISPOSAL.

(1) **Disposal of Refuse.** Except for recovered materials, which are addressed in Section 5, Contractor will dispose of all refuse collected pursuant to this Contract at the approved landfill.

(2) **Approved Landfills.** The Volusia County landfill will be the primary landfill used by the Contractor for disposal of refuse collected pursuant to this Contract. Contractor shall not dispose of refuse collected pursuant to this Contract at any other FDEP approved landfill without written notification to the Public Works Director.

SECTION 5 - RECYCLING SERVICES

A. RECYCLABLE MATERIALS COLLECTION AND DISPOSAL. Required recycling services include collection of all recyclable materials from all residential customers and all City-owned property, and transportation of collected recyclable materials to a designated recovery facility, or, if no market is available, to the approved landfill.

The Contractor shall provide, as part of the monthly recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program.

B. DESCRIPTION OF THE WORK. The Contractor shall collect all recyclable material set out for the purpose of recycling from all residential units. The collection of curbside residential recyclables shall be conducted using the recycling bins provided by Contractor.

(1) FREQUENCY OF COLLECTION: The Contractor shall provide scheduled recyclable materials collections services a minimum of once per week.

(2) DAYS AND HOURS OF COLLECTION: Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. weekdays. If weekend collection is needed following a holiday or other circumstances, collection shall not begin earlier than 8:00 A.M. and shall cease no later than 7:00 P.M. In the event of an emergency, or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the Public Works Director or designee.

(3) QUANTITIES. Contractor will collect all recycled materials that comply with the regulations which identify acceptable recycling materials the customer leaves for collection in the recyclable bins, provided that up to three(3) bins are in the required location.

(4) POINT OF PICKUP OF RECYCLABLE MATERIALS: Collection of residential recyclable materials shall be from the same location as required above for scheduled residential refuse collections, including the special locations provided above for disabled customers.

(5) METHOD OF COLLECTION OF RECYCLABLE MATERIALS: For residential units, unless otherwise agreed in writing, the Contractor may collect recyclables in a commingled source at the point of collection, (i) newspaper and (ii) commingled aluminum cans, plastic and glass (green, amber and clear)plastic bottles, cardboard boxes, magazines, cereal

boxes and any other recyclables that may be listed on the Volusia County website which may change from time to time. The Contractor shall make collections with a minimum amount of noise and disturbance to the residential and commercial customers. The Contractor shall handle recycling containers with reasonable care and return them to the approximate location from which they were collected. Any recyclable materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left at the point of collection. The Contractor shall leave incorrect materials in the recycling bin along with a Contractor provided notice describing the proper materials and reason(s) items have not been collected. The Contractor will be required to place such notice either within the container or place a door hanger notice at the residence. The notice will include the reason(s) why Contractor rejected the items for collection.

For multi-family residential units, the Contractor shall transport the individual recyclable bins from the storage location, empty into the truck and return the bins to their original location.

The Contractor and the City shall mutually develop a procedure for handling placement of incorrect material in recycling bins by residents.

(6) SCHEDULES AND ROUTES: Recyclable materials collection shall be made to residential units on one of the same days in which garbage or yard trash is collected. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the Public Works Director is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency, requiring such action.

Should the County close the landfill in honor of holidays, the Contractor shall not be required to collect on that day. The Contractor may collect on the following day, excluding Sunday.

C. COMMERCIAL RECYCLING; MARKETING PROGRAM. This Contract does not require recycling services to be provided for commercial establishments. However, Contractor agrees to develop and implement a commercial recycling marketing program throughout the City with a primary emphasis on the Ridgewood Avenue Business Area, to encourage commercial customers to recycle, including for example by placement of commercial recycling receptacles at City designated business district locations within the City. This program must be implemented within 90 days after the Effective Date.

D. MARKETING OF RECYCLABLE MATERIALS. The Contractor and the

City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the Contractor shall market the recyclable materials through local business operations. At a minimum, the Contractor will provide for taking, marketing or storing of recyclables at the nearest County landfill.

E. REVENUES GENERATED FROM RECYCLING. The Contractor shall account for all revenues generated through the sale of collected recycling materials and report all such revenues to the City on a monthly basis. Any revenues generated from the sale of recyclables will be retained by the Contractor.

F. NO CHARGES TO CITY FOR DISPOSAL OF RECYCLABLE MATERIAL. Currently there are no charges for processing recyclable materials. In the event the recycling market imposes a processing fee, the City reserves the right to direct the Contractor to either dispose of the recyclables in the landfill or alternatively direct the Contractor to deliver the recyclable materials to processing facility. The Contractor will negotiate a processing or disposal fee with the City imposed by the selected processing or disposal facility.

G. E-WASTE PROGRAM. The Parties acknowledge that as of the Effective Date, there is currently no resource recovery or disposal facility within Volusia County that accepts electronic waste (E-Waste) for recovery. Once either Party identifies such a facility, the Parties will work together to develop a mutually acceptable E-Waste collection and disposal program. Upon the creation of a mutually acceptable E-Waste collection and disposal program, Contractor will commence collecting E-Waste as a component of the residential recycling program.

SECTION 6 - POST-DISASTER COLLECTION AND DISPOSAL SERVICES

The Contractor and the City will work together to create and implement a post-disaster response plan for collection, hauling, and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions short of a declared disaster, natural disaster, severe disturbance, riot, terrorist activity, or other calamity (hereinafter, "disaster event"). The Contractor understands the City has existing contracts with a storm disaster contractor which will take precedence over any additional disaster response program created between the City and the Contractor.

The Contractor fully understands and agrees the Contractor will not implement any work stoppage under the scope of work outlined within this agreement during a pending disaster or named disaster storm without the prior written approval of the City Manager or

his designee. Written approval may be obtained in the form of an electronic message either by email or text. The Contractor may be directed to perform collection services post disaster, up to their weekly collection average, in specific areas as designated by the City. In no event will the Contractor be relieved from collecting the average amount of yard waste weekly during and after a storm as its usual collection services on the regular scheduled collection day unless waived by the City for safety reasons or roadway obstructions cause by such named event.

A. REQUIRED ELEMENTS. If agreed upon, the plan will provide for the following:

(1) The City will pay Contractor the FEMA-approved post-disaster rates stated at the time of the named event for the first 72 hours, provided that Contractor's post-disaster efforts comply with FEMA regulations. Any additional collection required after the first 72 hours of the named event will revert to the pre-agreed pricing and terms.

(2) The Contractor will at all times have in place written agreements with one or more subcontractors for collection, hauling, and disposal relating to the above to help ensure that the Contractor has sufficient resources available to provide timely service. Such agreements will contain operational details and unit pricing for collection and hauling with actual disposal costs included as an add-on charge. The Contractor will promptly provide the City all subcontractor agreements that Contractor currently has or will have in place. Any amendments to the existing subcontracts or proposed future subcontracts are subject to City review and approval. Contractor must present all proposed amendments and new subcontracts for City review and approval prior to March 1 of each year.

(3) Submittal of the plan will comply with the timeline set forth in **Exhibit H**. The plan will set forth in detail operational details, unit pricing, and other terms for work to be performed by Contractor, particularly for the first 72 hours after a disaster event.

(4) The Contractor will update and review the plan with the City annually before the start of the hurricane season.

B. POST-DISASTER MEETING. The Public Works Director and the Contractor will meet as soon as possible after each disaster event to formulate and agree upon terms and conditions for Contractor's performance of post-disaster event solid waste collection, hauling, and disposal.

C. CITY MAY USE OWN FORCES, OTHER CONTRACTORS. The City reserves the right to use the Contractor's forces, Contractor's

subcontractors, services other than those provided pursuant to this Contract (i.e., use of City's own forces or other City contractors), or any combination thereof, for the provision of post-disaster services as referenced herein.

D. CONTRACTOR REMAINS RESPONSIBLE. In no event will the Contractor be relieved of its duties under this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster, without the City's specific written approval. Subject to paragraph two of Section 6 above.

SECTION 7 - PAYMENTS TO CONTRACTOR

A. MONTHLY SERVICE FEE; UNIT PRICES. In consideration of the services performed by the Contractor herein, and subject to any offsets provided herein, the City will pay the Contractor a monthly service fee.

The monthly service fee is based in part on the residential and commercial customer data expressed in Exhibit E, in unit pricing, subject to adjustments provided for herein. As shown on the Pricing Sheets attached hereto as **Exhibit E**, except for container surcharges, the unit prices to be paid by the City to the Contractor are broken down into a collection component fuel component and disposal component. Unit pricing for residential customers is set forth on the basis of the number of residential customers served. Unit pricing for commercial customers is set forth on the basis of the number of cubic yard of refuse collected from each commercial customer and disposed of at an approved landfill. Unit pricing for items such as containers are based on the type of containers, such as roll-off containers and front-load dumpsters.

The City will be considered to be a commercial customer for collection of refuse for all City-owned or controlled locations on which containers have been located with the City's approval, except for litter cans such as those typically located on sidewalks. **Exhibit B** contains a current list of all such locations and containers. The Public Works Director is authorized to revise this list from time to time as the locations and containers change without need for formal amendment to this Contract. All services provided to City owned or controlled properties shall be at no cost to the City as listed in Exhibit B.

B. ADJUSTMENTS TO COLLECTION COMPONENT. For purposes herein, the term "CPI Index" means the Consumer Price Index for All Urban Consumers, South Size class B/C, for all items, or if that index ceases to be published, an equivalent index determined by the City.

- (1) Effective on October 1, 2018, the collection component for residential and commercial customers set forth in **Exhibit E** will be adjusted based on the annual percentage change in the CPI Index for the period beginning on April 30, 2017, and ending on April 30, 2018. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component. The CPI component will be adjusted using the U. S. BLS Series Id: CUUR0000SA0

Series Id:	CUUR0000SA0
	Not Seasonally Adjusted
Series Title:	All items in U.S. city average, all urban consumers, not seasonally adjusted
Area:	U.S. city average
Item:	All items

The CPI increase will be one hundred (100%) percent of the CPI index listed above for the annual change of the April index.

- (2) Beginning on the first anniversary of the Effective Date and annually thereafter, the collection component for residential and commercial customers will be subject to adjustments based on the most recent annual percentage change in the CPI Index preceding the adjustment. Notices requesting the CPI increase must be received by the City from the Contractor no later than June 1 of each year. Exhibit "E", Pricing Sheets, shall also be updated and submitted to the City with any annual CPI adjustment request. Once a Party has requested the change in compliance with this Contract, the adjustment will be made without need for formal amendment of this Contract.

- (3) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets.

C. ADJUSTMENTS TO FUEL COMPONENT. The adjustments provided in this Paragraph C shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The FAC shall be adjusted annually beginning October 1, 2018 with the base of fuel pricing being set at ten (10%) percent above the fuel pricing as established on September 1, 2017 as per fuel pricing index know as:

"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet at:
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

This fuel adjustment component will not be considered within the

CPI adjustment in paragraph B above.

(1) The fuel component shown on **Exhibit E** shall remain in effect until September 30, 2018.

(2) Beginning on October 1, 2018, the fuel component will be adjusted periodically. The length of the adjustment period will be annually. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the diesel fuel price in effect at the beginning of the period of measurement to the diesel fuel price in effect at the end of the period of measurement. During the initial adjustment, the diesel fuel price in effect at the beginning of the period of measurement will equal the diesel fuel pricing index stated above.

Example: Fuel Cost as per the internet listing at the effective date of September 1, 2017:

\$3.00 per gallon	
10% of rate	.30
Base Rate	\$3.30
1st anniversary price	\$3.25
Rate Increase	.05
% of increase over the Base Rate	.015
The increase to the fuel component would be .01 cent	

(3) Beginning on October 1, 2018, the fuel component will be adjusted periodically. The length of the adjustment period will be annually, or some longer period if mutually acceptable to both Parties. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement.

D. FAVORED NATIONS CLAUSE. Upon Contractor's execution of a contract with a neighboring municipality for the provisions of the same, terms and conditions provided in this Contract and the Contract provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged to the City herein so as to be equal to or lower than the rates charged the neighboring municipality's contract.

E. UNUSUAL CHANGES OR COSTS. Either Party may petition the other on the anniversary date of the contract for rate adjustments at reasonable times on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations, or changes in location of disposal sites. No such change will be approved except through formal amendment of this Contract.

SECTION 8 - STORAGE AND OFFICE FACILITY

The Contractor agrees to continue to operate from the location located of the current storage and office facility including a customer service office and maintenance facility at 925 S. Clyde Morris Boulevard, or another established location on the eastside of Volusia County.

The facility shall be equipped with sufficient toll free telephone lines; shall have a responsible person in charge with the ability to communicate with the public and shall be sufficiently staffed during collection hours and shall be open during the facility operational hours of this contract, 7:30 AM to 5:30 PM. After hours of operation the Contractor will provide a telephone answering service.

SECTION 9 - SCHEDULES AND ROUTES

A. IN GENERAL. The Contractor shall generally organize and operate its fleet to provide collection services on the assigned days for pickup in accordance with routes designed to provide the most efficient level of service, and to provide for generally consistent times for customer pickup. Collection routes and schedules in effect as of the Effective Date will remain in effect until changed pursuant to this Contract. In the event of an emergency, or unforeseen circumstances, Contractor may temporarily deviate from the approved routes and schedules following approval by the Public Works Director. However, Contractor acknowledges and agrees that at various times, such as during holidays and special events, or in association with seasonal yard maintenance, the quantities of refuse to be collected or disposed may substantially fluctuate; and that the additional workload imposed upon Contractor will not be considered as adequate justification for failure of the Contractor to comply with the approved schedules and routes.

B. CITY'S RIGHT TO APPROVE ROUTES AND SCHEDULES. The Public Works Director shall have the following rights on behalf of the City in order to protect the public health, safety, and welfare:

- (1) To review and approve Contractor's proposed changes to and temporary deviations from the approved schedules and routes.
- (2) To require changes and temporary deviations in the approved schedules and routes.
- (3) To prohibit the Contractor from using certain streets, alleys, and other public right-of-way.

The Director's rights extend to right-of-way outside the City

limits, such as roads outside the City used for Contractor's transportation or disposal of collected solid waste.

C. IMPLEMENTATION OF CHANGES AND DEVIATIONS. The Contractor will implement any City-approved or -required changes or deviations in routes or schedules efficiently, with a minimum of disruption in customer service. Except where impractical due to unforeseeable conditions, Contractor will provide notification to all customers affected by a City-approved or required change or deviation in routes or schedules at least ten days in advance of such changes or deviations. The notification will be in a form approved in advance by the Public Works Director.

D. TEMPORARY CLOSURE OF LANDFILL AS BASIS FOR DEVIATION. Should the operator of the approved landfill close the landfill in honor of holidays, the Contractor will not collect on that

day. Instead, the Contractor will collect on the following regularly scheduled collection day.

E. POWER TO DENY ACCESS. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, bridges, or for other reasons determined by the City.

The Contractor shall not interrupt the approved regular schedule and quality of service because of such street closures. The Contractor shall notify the City's affected solid waste customers.

F. FORCE MAJEURE. The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Contract. In no event will the Contractor be relieved of its duties under the terms of this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster.

G. HOLIDAYS. When a regularly-scheduled residential collection day falls on a holiday, the Contractor may collect all residential solid waste, recycling and yard waste on the next regularly scheduled collection day. When a regularly scheduled commercial

collection day falls on a holiday, the Contractor may collect all commercial solid waste on the day following the regularly scheduled collection day. For the purposes of this Section, holidays for residential collection are New Year's Day, Thanksgiving Day, and Christmas; the only holiday for commercial collection is Christmas.

SECTION 10-CITY'S RIGHT TO SUPERVISE PERFORMANCE

A. SUPERVISION OF CONTRACT PERFORMANCE. The Contractor's performance shall be supervised by the Public Works Director. If at any time the Public Works Director provides Contractor notice that performance is not satisfactory, Contractor will promptly increase the force, tools, and equipment as needed to properly perform this Contract. The failure of the Public Works Director to give such notice shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Contract.

B. PUBLIC WORKS DIRECTOR'S AUTHORITY. The Public Works Director shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor; and the Public Works Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive, and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract; and his findings and conclusions shall be final and binding upon both Parties

C. INSPECTION OF WORK. The Contractor shall furnish the Public Works Director with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall by notice designate the person to serve as Contractor's agent and liaison in dealing with the City on all matters arising under this Contract. The Public Works Director may appoint qualified persons to inspect the Contractor's operation and equipment either at the Contractor's facility, the City Yard facility or in the field on a side street not subject to frequent traffic, while the Contractor is performing collection services at any reasonable time. The Contractor shall admit other authorized representatives of the City to make such inspections at any reasonable time and place with proper notice by the City to the Contractor, such notice to be given not less than 24 hours prior to the inspection.

D. DISAGREEMENTS - REFUSE TO BE COLLECTED - HOW. It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to

interpretation of the specific language in the contract. During any disagreement between the Parties regarding Contractor's obligation to collect refuse, the Public Works Director may by notice direct the Contractor to collect and dispose of any refuse that is the source of the disagreement, and the Contractor will remove all such refuse within two days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

E. CITY NOT LIABLE FOR DELAYS. It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

SECTION 11 - QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT. The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. The Contractor agrees all residential waste collection vehicles at all times during the residential collection process, will be manned with a minimum of two-person crews such as driver-driver or driver helper in order to insure the City's residential customers are serviced properly. All subcontractors, superintendents, foremen, and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. Contractor's employees shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employees' duties. The Contractor shall ensure that all employees serve the public in a courteous, helpful, and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him or her.

B. TEMPORARY WORKERS. Contractor may employ temporary workers from a licensed temporary agency, excluding labor halls, under this Contract; provided that they are included in the required

workers compensation insurance policy, and that they are included in a list of temporary employees, by name, provided to Public Works Director. The list will be updated within three business days of any changes in the listed names.

C. COOPERATION OF CONTRACTOR REQUIRED. The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall have a designated supervisor assigned to the City and available as needed during the work week. This person shall be competent and able to communicate with the public. The Contractor will supply the supervisor with mobile communication with a published phone number for direct contact with the Public Works Director as well as all residential and commercial customers for any situation that may arise. A daily roster of employees and equipment will be supplied to the Public Works Director on an "as requested" basis.

D. HANDLING COMPLAINTS. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which Contractor is doing business and provide adequate employees for those customers needing to contact the contractor during collection hours Monday through Saturday. Contractor will also provide an after-hours answering service. An electronic telephone answering machine will not be acceptable.

The Contractor also agrees to provide a single point of contact in order for the Public Works Director to have immediate access to Contractor's personnel to deal with various situations which may arise from time to time.

In all instances Contractor will provide response to complaints received no later than the close of business the next day, including Saturday, and will track all responses in the Electronic Tracking System referenced in Section 3.B.(9). For each month in which the number of un-serviced legitimate customer complaints reaches 20 or more, whether for garbage or trash, or any other cause, the City shall be entitled to liquidated damages/administrative charges of \$100 dollars per complaint including the first twenty. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Public Works Director shall be final.

E. PERFORMANCE GUARANTEE. The Contractor will deposit with the City a performance bond in the amount not less than \$350,000.00. The performance bond shall be written by a surety with an A, Class VIII, or higher financial rating as shown in Best's Key Rating Guide.

The City Manager reserves the right to increase the amount of the

performance bond but in no event will the performance bond be in an amount that exceeds 50% of the estimated annual amount paid to the Contractor. Any increase to the bond amount will require the City to provide 90 days' advance notice to the Contractor.

SECTION 12 - EQUIPMENT

A. VEHICLE REQUIREMENTS. Contractor will provide and maintain all vehicles to be used in providing services under this Contract. All collection vehicles used to provide the services to the City shall be dedicated exclusively to the City during the specific collection days which the City is being serviced by the Contractor and the Contractor will comply with the following requirements:

(1) Collection vehicle requirements. At a minimum, vehicles will comply with the following requirements:

(a) All collection vehicles will have bodies that are water tight to a depth not less than 18 inches, with solid sides, using pneumatic tires.

(b) All collection vehicles shall be equipped with operational radio transceiver or cell phone devices capable of communicating with the Contractor's dispatcher from anywhere within the municipal boundaries.

(c) All vehicles will be equipped with functioning back-up cameras, oil absorbing hose wraps, GPS tracking.

(d) Back up collection vehicles are not required to comply with Paragraph (c) immediately above. But they must be of the same size and have the same functionality and features as primary collection vehicles. Backup equipment will not be permitted to operate for more than two (2) collection days unless a written request is made to the Public Works Director and the Public Works Director grants a longer time period in writing to the Contractor.

(e) Each collection vehicle shall be equipped with a spill kit, pitchfork, rake, shovel and broom for this purpose. Safety equipment is also required, such as a fire extinguisher and reflectors.

(f) Vehicles used for recyclable material collections must be designed for such purpose, Prior to purchasing equipment the Contractor must determine the available space, turning radius, ceiling heights, etc. of the likely buyers or processors of the recyclable materials.

Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City.

(g) All vehicles will be painted uniformly, and will display the company name, telephone number, and the vehicle number, printed in letters not less than five inches high on each side of the vehicle and must carry the sign on each side of the collection vehicle stating "Proudly Serving the City of Holly Hill".

(h) Contractor will number all vehicles and maintain a record of the vehicle to which each number is assigned.

(2) Number of Vehicles to be Provided. The Contractor shall provide a sufficient number of trucks to ensure Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles include at least one vehicle for the supervisor overseeing the City operations, and one "clamshell" truck available to the City in accordance with the terms of this agreement.

(3) Vehicle Condition. All vehicles and all required vehicular equipment are to be maintained in a reasonable, safe, working condition. All collection vehicles will be maintained in a clean and painted condition to present a pleasing appearance. The Contractor will comply with the following cleaning and painting: Contractor will wash all vehicles once per week, and more frequently if necessary. Contractor will on a regular basis use touch up paint on vehicles to repair any scars or scratches. Contractor will schedule vehicles for repainting every three years, or more frequently as needed based upon the condition of a vehicle.

(4) Additional Vehicle Safety Requirements.

(a) Each non-packer collection vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

(b) Collection vehicles shall not be overloaded so as to scatter refuse.

(c) Each vehicle shall be equipped with a spill kit, pitchfork, rake, shovel, and broom for purposes of providing immediate cleanup of any spills caused by Contractor.

(d) Each vehicle will be equipped with safety equipment such as a fire extinguisher and reflectors.

(e) Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid making collections on major travel ways during the morning and evening rush hours.

(5) Authority to Inspect. The Public Works Director or his designee is authorized to spot inspect all vehicles during route operations for compliance. The Contract administrator will attempt to notify the Contractors supervisor of the intent to inspect collection vehicles while on the collection routes the morning of the intended inspection.

(6) Maintenance of vehicles. Any fully refurbished collection vehicles must be inspected and approved by the City Manager or his designee prior to implementation of service within City. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition. Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, with sole discretion, may require the removal of equipment not adequately maintained as described above.

(7) Removal of Collection Equipment. Collection equipment that regularly and repeatedly fail to perform in a satisfactory manner shall be permanently removed from services in Contractor's Service Area. Contractor must replace any vehicle deemed unsatisfactory by the City within fourteen (14) days of written notification from the City to the Contractor. Email notification will be considered acceptable as written notification by the parties. Unsatisfactory vehicle performance includes but is not limited to:

- a. Failure to complete a route due to a mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.
- b. Discharge of vehicle fluids due to mechanical

failure five (5) times in any consecutive twelve (12) month period during the Agreement.

- d. Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve(12) month period during the Agreement.

B. GENERAL CONTAINER REQUIREMENTS.

(1) The Contractor will provide all City solid waste utility customers with 96 gallon toters, recyclable bins, and to be used by Contractor for collection services under this Contract. All recycle bins must bear the name and seal of the City of Holly Hill or the Contractors name and logo.

(2) All such containers will be designed for ease of use and durability, and will additionally comply with the following requirements:

(a) Toters will be wheel-mounted plastic, garbage cans will be galvanized metal or plastic cans of a type commonly sold as garbage cans. Toters will be made and provided with tight fitting lids. Whether used by residential or commercial customers, toters will have a capacity of 96 gallons.

(b) Recycling bins will be plastic or recycled material in capacities suitable for their intended use. Actual capacity will be mutually agreed upon by Contractor and the City, or, in the absence of such mutual agreement, as determined by the Director.

(c) Mechanical Front load dumpsters must be in capacities of 2, 4, 6, and 8 cubic yards.

(d) Mechanical rolling front-load dumpsters will be made of plastic.

(e) All containers will be of a color and design sufficiently uniform to reasonably identify the Contractor including a customer service number and email address; however, no advertising is permitted.

(3) The Public Works Director has the right to approve or reject the toters, bins, and mechanical containers proposed to be used by the Contractor to comply with the requirements of this Section.

(4) The Contractor will maintain an inventory of toters, bins, and mechanical front load dumpsters and other required containers readily available, including for replacements of

containers previously provided.

(5) Commercial customers will generally have the option to select the type and capacity of container to be used, so long as they are provided by Contractor.

(6) The Public Works Director has the right to require the use of a particular type and capacity of container, and to require replacement of an existing container, to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(7) Contractor will create and implement a replacement schedule for all mechanical front-load dumpsters and roll-off containers provided to City customers. The schedule will be subject to review and approval of the Public Works Director. The schedule will provide, at a minimum, for inspection, replacement or reconditioned every 24 months or at such other interval as directed by the Public Works Director. The Schedule must be approved and replacements must commence no later than 24 months after the Effective Date. Each replacement container shall have the month and year replaced painted on the container. All commercial front load containers must have either stenciled or adhesive sticker on the front upper right side of the container the size of the container and on the front upper left side the container the month and year the container was placed into service. The letters must be at least five (5) inches high and white in color.

C. ADVERTISING PROHIBITED. No advertising other than Contractor's standard company logo shall be permitted on vehicles, dumpsters, or roll off containers servicing Holly Hill. Replacement toters shall not display the company logo and will only display the City of Holly Hill logo/seal. A sign saying "Serving The City of Holly Hill" shall be displayed on all collection trucks, associated with this contract, while within the municipal boundaries. Magnetic signs are permissible.

SECTION 13 - INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIRED. The Contractor shall not commence services under this Contract until Contractor has obtained all insurance required herein, in form and from such insurance companies as approved by the Risk Manager of the City, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

(1) **Required Coverage's.** The following coverage's are required

(a) Worker's Compensation Insurance for all of employees employed in connection with the services herein; and if the work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the worker's compensation protection of employees not otherwise protected.

Coverage Limits:

Employers liability Each Accident \$1,000,000
 Employers Liability Disease - Each Employee \$1,000,000
 Employers Liability Disease - Policy Limit \$1,000,000
 Employers Liability \$1,000,000
 SIR \$500,000

(b) Commercial General Liability Insurance including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Coverage Limit(s):

Each Occurrence \$2,000,000
 Damages to Rented Premises (Each Occurrence) \$500,000
 Medical Expense (any one person) \$5,000
 Personal and Advertising Injury \$2,000,000
 General Aggregate \$4,000,000
 Products - Comp/Op Aggregate \$4,000,000

(c) Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the Contractor at the site of the project or in any way connected with the work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

Coverage Limit(s):

Combined Single Limit \$1,000,000

(d) Umbrella Liability Policy in the amount of \$5,000,000 per occurrence/aggregate location specific,

that is no more restrictive in coverage than all underlying coverage's described above.

(e) Pollution Liability Insurance in the amount of \$5,000,000 per occurrence. Such coverage will include bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, Products/Completed Operations for Pollution, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor including transportation and non-owned disposal coverage. Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

ALL OF THE LIABILITY POLICIES REFERENCED ABOVE MUST BE ENDORSED TO NAME THE CITY AS ADDITIONAL INSURED WITH 30 DAY NOTICE OF CANCELLATION.

In addition, for all liability policies coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the effective date of this Contract and with a three-year reporting option beyond the Annual expiration date of the policy.

(2) Proof of Insurance. Proof of insurance will be filed with the Risk Manager, who is authorized to require actual copies of certificates of coverage. No policy is acceptable to the City which can be canceled by the insurer in less than 30 days after the insured has received written notice of such cancellation of the policy. To be acceptable to the City, each insurance certificate shall include a copy of the additional insured endorsement.

(3) Provision of Replacement Insurance. If Contractor fails to provide any required coverage or allow such coverage to expire or lapse, the City may secure such coverage and offset the cost thereof against the monthly fees otherwise owed to Contractor.

(4) Required Changes in Coverage and Amounts of Coverage. The City may at any time require Contractor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may

deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

B. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City and the City's agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's services hereunder; provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the City, the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The Contractor also agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

SECTION 14 - ADMINISTRATIVE CHARGES

Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contact, the City shall be entitled to assess against the Contractor the amounts listed below, not as a penalty but as administrative charges.

The City will be entitled to offset any administrative charges assessed against the monthly fee otherwise due to Contractor hereunder or alternatively to collect such damages from the performance bond.

A. OPPORTUNITY FOR CURE NOT REQUIRED. The following administrative charges may be assessed without the need to give the Contractor the opportunity to cure:

- (1) Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 7:00 P. M.

\$100 per incident, a maximum of
\$300 Per truck per day

- (2) Un-handled complaints over 10 in a single month. Which shall mean complaints not dealt with or resolved within the allowable time frame stated in (1) above.

\$150 per incident including the first 10

- (3) Failure to collect commercial solid waste or recyclables between 7:00 A.M. and 7:00 P.M. and during special events as directed by the City or residential solid waste or recyclables between 7:00 A.M. and 7:00 P.M.

\$150 per incident

- (4) Failure to replace damaged container-- within five days for commercial customers; 48 hours for residential customers.

\$100 per incident

- (5) Failure to repair damage to customer's property within seven days.

\$350 per incident

- (6) Equipment operator not properly licensed.

\$500 per incident

- (7) Failure to comply with the current schedules and routing maps.

\$250 per incident

- (8) Failure to complete a route on the regular pick-up day.

\$500 per day for each route not completed

- (9) Failure to provide proper notification prior to residential route changes.

\$250 per day, per route not notified

- (11) Failure to provide reasonably clean, safe, and sanitary equipment at beginning of each work schedule.

\$500 per incident

- (12) Failure to maintain signs stating "Proudly Servicing The City of Holly Hill " on all work vehicles associated with this contract while servicing the City.

\$250 per incident

- (13) Name and phone number not displayed on all equipment and containers.

\$250 per incident

- (15) Failure to report accidents, damage, or spillage to the City immediately and provide a copy of a written report the same day to the City.

\$250 per incident

- (16) Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage. See Section 8, EQUIPMENT, A. TYPE.

\$200 per incident

- (17) Repeat failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

\$250 per incident

- (18) Failure to have the required number of functioning "clamshell" trucks available within the City in accordance with this agreement.

\$250 per day

- (19) Failure to collect dead animals within two hours of notification.

\$100 for every two hours unhandled

- (20) Failure to either service or deliver a roll off, either open top or compactor or a commercial front load customer within twenty four hours of such scheduled request made by the customer or the City.

\$250.00 for each day unhandled

- (21) Failure to enter a resolution of a case entered into the tracking system within the required time.

\$150.00 per incident

- (22) Placing a toter at a location which does not carry the City name and logo.

\$150.00 per incident

(23) Failure of the Contractor to place all request for services and or incidents into the tracking system immediately upon receiving such request.

\$50.00 per incident

(24) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per the Contract.

\$125.00 per incident.

(26) Using improper equipment or unauthorized (not listed on the equipment Roster) to service commercial or residential Customers.

\$500.00 per incident.

(27) Failure to provide proper notification prior to Residential Route changes.

\$250.00 per incident

(28) Failure to provide promotional and educational materials, activities, advertisements and civic awareness programs annually as per the Contract/ Amendment requirements.

\$500.00 per year

(29) Contractors failure to provide the quantity of approved roster equipment within the City during the required collection days.

\$250.00 per incident

B. OPPORTUNITY FOR CURE REQUIRED. The following administrative charges may be assessed only (i) after the City has given Contractor notice and a reasonable opportunity to cure, or (ii) where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided Contractor notice of such failure): any cure provided by the Contractor must be within ten (10) days from notification or the administrative charge assessed will be implemented.

(1) Failure to maintain office hours as required.

\$200 per incident

(2) Failure to provide documents and reports in a timely and accurate manner as per agreement. The required reports also

includes the monthly reporting of all waste and recycling collected by weight in tonnages by each category and all commercial mechanically emptied container customers who have had overloaded containers.

\$250.00 per incident

- (3) Failure to cover materials, if appropriate, on all collection vehicles.

\$250 per incident

- (4) Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement.

\$150 per incident

- (5) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the City from the Contractor.

\$200 per incident

- (6) Failure to follow established reporting operation or administrative procedures.

\$150 per incident

- (7) Failure to provide monthly tonnage and recycling data reports.

\$250 per incident

- (8) Loaded vehicles left standing on street unnecessarily.

\$150 per incident

- (9) Failure to drive in the proper direction.

\$100 per incident

- (10) Commingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material.

\$250 per incident

- (11) Failure to report recycling activity monthly in the format determined by the Contractor, for the purpose of tracking and verifying City wide recycling activity.

\$100 per incident

- (12) Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area.

\$150 per incident

- (13) Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces.

\$500 per incident

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Public Works Director by the Contractor. The decision of the Public Works Director shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints.

This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

SECTION 15 - CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect or hereafter adopted pertaining to the collection of garbage and trash shall in any way be construed to affect, change, or modify or otherwise alter the duties, responsibilities, and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash. Contractor acknowledges receipt of a current version of Chapter 54 - SOLID WASTE of the City Code, which is incorporated herein by reference.

SECTION 16 - AMENDMENTS

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state, and local laws and regulations, as amended from time to time. Such amendments shall take effect within 30 days of the Contractor's receipt of the written amendment.

All other amendments require the mutual consent of both Parties and the approval of the Holly Hill City Commission .

SECTION 17 - NOTICES

A. **To Whom Required.** All notices authorized or required to be

provided pursuant to this Contract will be provided to the Party's representative designated below, unless and until notice is provided in accordance with this Section to provide such notice to a different person.

If to Contractor:

Timothy Dolan, Regional Vice President
And
Kenneth DeForest, District Manager
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford FL 32771

If to the City:

Joseph Forte, City Manager
The City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

B. Manner of Service. Service of notices to the representatives designated pursuant to Section A immediately above will be deemed completed when actually delivered; or when sent by a nationally-recognized delivery service for overnight delivery within two business days thereafter; or when transmitted to a receiving fax machine within two business days thereafter, provided that a hard copy is sent within two days after the fax is sent; or within 10 days after being sent by U.S. mail, registered or certified, return receipt requested or E-Mail

SECTION 18 - ASSIGNMENT AND CHANGE OF CONTROL

A. CITY APPROVAL REQUIRED. Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such assignment, or subjecting the City to liability of any kind to any subcontractor. For purposes herein the term "assignment" includes (i) the subcontracting of a substantial portion of the services required herein, including the Contractor's responsibilities under the operation agreement attached hereto; or (ii) a one-time charge of 25% or more in ownership or controlling interest of Contractor, or (iii) a cumulative change of 50% or more in the ownership or controlling interest of Contractor.

The term, assignment, includes all of the foregoing regardless of whether such changes are direct or indirect, bargained for or accomplished by gift or voluntary or involuntary. The term also includes all of the foregoing where they are effected by merger;

but the term excludes any transfer effected by a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel.

For any proposed assignment, the City will be entitled to an assignment review fee. For the first proposed assignment the assignment review fee will be \$25,000. For each proposed assignment thereafter, the assignment review fee will be \$50,000.

The City may impose reasonable conditions on approval of an assignment such as requiring an increase in the amount of bonds, requiring increased levels and types of insurance coverage, and other requirements designed to ensure that the assignee has the technical and financial capacity to provide the work required herein.

B. CERTAIN TEMPORARY ASSIGNMENTS PERMITTED. The foregoing notwithstanding, in the event of any strike, lockout, labor trouble, or dispute involving the Contractor, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed 90 days.

C. CONTRACTOR REMAINS LIABLE. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the Contractor. Subcontractors shall be dealt with as employees and representatives of the Contractor and, as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

SECTION 19 - MISCELLANEOUS PROVISIONS

Beginning October 1, 2016, all public services contracts must now contain the following statement in 14-point boldfaced type:

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 CUSTODION OF PUBLIC RECORDS AT 386-248-9441 OR 1065 RIDGEWOOD AVE, HOLLY HILL, FLORIDA 32117

A. SEVERANCE. If any article or section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. LAWS GOVERNING; VENUE. The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the contract shall be in Volusia County, Florida.

C. PARTIES TO BEAR COSTS. In the event of litigation arising out of or interpreting the terms and conditions of this Contract, each party shall bear its own attorney's fees and costs except where specifically provided otherwise herein.

D. JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

E. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless expressly provided otherwise herein.

F. CONTRACTOR TO PAY ALL TAXES. The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workers' compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate including the property leased hereunder, and any other items necessary to and in the performance of this Contract.

G. CANCELLATION OR ANNULMENT OF CONTRACT. The Contractor and the City recognize that it is of paramount importance that the required services be performed diligently. If the Contractor fails to begin work at the time specified, or fails to perform such services with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial

performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through the Public Works Director, gives notice of such default, and the Contractor or Contractor's surety fail to cure such default within seven days after giving of such notice by the City, then the City Commission may declare this Contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this contract for the un-expired contract Term, or for a period of three months, whichever the City elects; or the City may enter into agreements with others for their performance of the work and services herein contracted for. The City's cancellation of this Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract exceeds the prices outlined in **Exhibit E**, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount.

Contractor's surety and performance bond will not be released until such time as the term of this Contract would otherwise have expired.

In the event the City has not cancelled this Contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees to continue to operate the system until the final adjudication of the court in the event a suit is filed for injunction or other relief.

The City of Holly Hill

Waste Pro of Florida, Inc.

By: _____

John Penny, Mayor



By: _____

Timothy Dolan
Regional Vice President

Attest: _____

Valerie Manning,
City Clerk

Date: _____

8/24/17

Date: _____

8/23/17

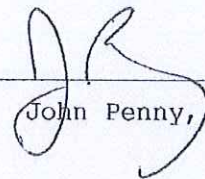
Approved as to legal form:

By: _____

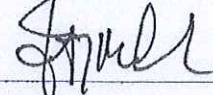
See other Signature page

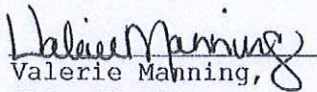
Scott Simpson,
City Attorney

The City of Holly Hill

By: 
John Penny, Mayor

Waste Pro of Florida, Inc.

By: 
Timothy Dolan
Regional Vice President

Attest: 
Valerie Manning,
City Clerk

Date: 8/24/17

Date: 8/23/17

Approved as to legal form:

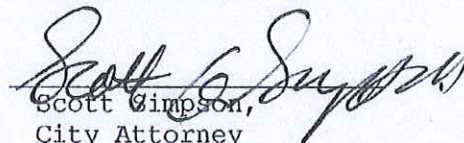
By: 
Scott Simpson,
City Attorney

EXHIBIT A

City Property - as of Effective Date

Including:

Front End Containers

Toters

Hand Pickup

Recycling

Roll Off

The Contractor will provide services to the City of the listed City owned or controlled properties at no charge to the City outlined in Exhibit B. The Contractor shall furnish containers and collect garbage, trash, used tires, and recycling containers in accordance with the contract of following lists.

City Property to be serviced at no charge to the City

EXHIBIT B

CITY OWNED OR CONTROLLED PROPERTIES

WITH CONTAINER TYPES AND FREQUENCY

CITY YARD

Picked up as needed

- 1 6 cubic yard dumpster for scrap metal
- 3 4 cubic yard dumpster:
 - 1 for scrap steel
 - 1 for scrap aluminum
 - 1 for Water Plant for garbage
- 1 2 yard dumpster for wastewater
- 1 20 yard dumpster for tires
- 1 20 yard dumpster for tree debris
- 2 30 yard dumpster for construction debris

The Contractor shall provide, collect and dispose of the contents in the Roll Offs listed above with the City paying disposal costs (tipping fees) only.

- 21 96 gallon containers for special events

Picked up 2 times a week

- 16 96 gallon containers for garbage
- 1 4 cubic yard dumpster for grit and screenings

HOLLYLAND PARK

Picked up 2 times a week

- 22 96 gallon containers

CITY HALL ANNEX

Picked up 2 times a week

- 2 96 gallon containers

CITY HALL & CLUBHOUSE

Picked up 1 time a week

- 2 4 cubic yard dumpster Picked up 2 times a week

6 96 gallon containers

SICA HALL

Picked up 2 times a week

1 4 cubic yard dumpster YMCA

Picked up 2 times a week

5 96 gallon containers

BOYS AND GIRLS CLUB

Picked up 2 times a week

5 96 gallon containers

FIRE DEPARTMENT

Picked up 2 times a week

4 96 gallon containers

BIG TREE (WAITE) PARK

Picked up 2 times a week

1 96gallon container

PARK AT LPGA & RIDGEWOOD AVENUE

SUNRISE PARK NORTH

Picked up 2 times a week

14 96 gallon containers

SUNRISE PARK SOUTH

Picked up 2 times a week

3 96 gallon containers

ROSS POINT

Picked up 2 times a week

4 96 gallon containers

MILT HALLMAN PARK

Picked up 2 times a week

1 96 gallon containers

CENTENNIAL PARK

Picked up 2 times a week

5 96 gallon containers

DOG PARK

Picked up 2 times a week

3 96 gallon containers

RIVERSIDE PARK

Picked up 2 times a week

4 96 gallon containers

This service to be provided without charge to the City

The Contractor shall empty all public refuse containers, located on public right-of-ways and used by the general public at least **three (3) times per week** or more often if necessary to assure sanitary conditions, as directed by the Public Works Director or his designee.

Number of permanent sidewalk cans = 20 (**30 gallon**) cans, 2 X per week. Containers provided by the City.

EXHIBIT C

Special Events

Contractor to provide service at no additional charge

In the event the City hosts a City Sponsored event, the Contractor will provide waste collections services to the City. If services exceed \$1,000.00, the Contractor may negotiate a collection rate.

The following is a current list of City-recognized Special Events. The City may revise this list from time to time without need for formal amendment of the Contract.

March	Bike Week
March/April	Easter Egg Hunt
April	Civil war Re-enactment
April	Jeep Beach Week
June	Annual Kids on the Hill
August	National Night Out
October	Biketoberfest
October	Annual Trick or Treat
November	Hot Rods on the Hill
December	Christmas Tree Lighting
December	Christmas Parade

EXHIBIT D

CERTIFICATE OF NON-COLLUSION
PUBLIC ENTITY CRIMES STATEMENT
DRUG FREE WORKPLACE FORM

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2067 : CPI Rate Adjustment Request - Waste Pro of Florida,

CERTIFICATION OF NON-COLLUSION

The Proposer being sworn, disposes and says,

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this request for proposal.

SIGNATURE (AUTHORIZED)

COMPANY NAME

TITLE

DATE

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 _____
(print name of public entity)

By _____
(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

Whose business address is _____

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

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material 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, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public 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 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)(c), 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. **(Indicate which statement applies.)**

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

1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this ____ day of _____, 20__

Personally known _____

OR produced identification _____ Type of Identification _____

Notary Public – State of _____

My Commission expires _____

(Print, typed or stamped commissioned name of notary public)

DRUG FREE WORKPLACE FORM

The undersigned contractor in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

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

Date: _____

Signature & Title

EXHIBIT E

Pricing Sheets

COMMERCIAL CONTAINERS

<u>CU YD</u>	<u>PU/WEEK</u>	<u>COLLECTION</u>	<u>DISPOSAL</u>	<u>FUEL</u>	<u>TOTAL</u>
2 Yard	1.00	41.55	18.63	2.22	62.40
	2.00	83.08	37.25	4.46	124.79
	3.00	124.63	55.88	6.68	187.19
	4.00	166.16	74.51	8.91	249.58
	5.00	207.70	93.14	11.14	311.98
	6.00	249.23	111.76	13.37	374.36
	XPU	10.27	4.61	0.55	15.43
4 Yard	1.00	73.87	33.13	3.96	110.96
	2.00	147.75	66.25	7.92	221.92
	3.00	221.63	99.38	11.88	332.89
	4.00	295.50	132.51	15.85	443.86
	5.00	369.82	165.84	19.84	555.50
	6.00	444.16	199.17	23.83	667.16
	XPU	18.25	8.18	0.98	27.41
6 Yard	1.00	122.27	54.83	6.56	183.66
	2.00	240.25	107.73	12.88	360.86
	3.00	360.37	161.60	19.33	541.30
	4.00	480.49	215.46	25.77	721.72
	5.00	600.61	269.33	32.21	902.15
	6.00	720.72	323.18	38.66	1,082.56
	XPU	26.36	11.82	1.41	39.59
8 Yard	1.00	162.95	73.07	8.74	244.76
	2.00	325.90	146.14	17.48	489.52
	3.00	488.83	219.20	26.22	734.25
	4.00	651.76	292.27	34.96	978.99
	5.00	814.70	365.33	43.70	1,223.73
	6.00	977.65	438.40	52.43	1,468.48
	XPU	38.95	17.47	2.09	58.51
T96 Carts	2.00	23.82	2.52	0.42	26.76
VIP Compactor FEL (per cubic yard)		19.97	5.89	0.56	26.42

HOLLY HILL RESIDENTIAL ROLL-OFF

(Plus Disposal as straight pass through to City)

Per Haul

20YD	205.85
30YD	205.85
40YD	205.85

HOLLY HILL COMMERCIAL ROLL-OFF

(Plus Disposal as straight pass through to City)

Per Haul

<i>20YD</i>	<i>205.85</i>
<i>30YD</i>	<i>205.85</i>
<i>40YD</i>	<i>205.85</i>

RESIDENTIAL COMPONENT UNITS

	<i>COLLECTION</i>	<i>DISPOSAL</i>	<i>FUEL</i>	<i>TOTAL</i>
<i>Refuse</i>	<i>7.40</i>	<i>3.09</i>	<i>0.38</i>	<i>10.87</i>
<i>Yard Waste</i>	<i>2.18</i>	<i>0.74</i>	<i>0.39</i>	<i>3.31</i>
<i>Recycling</i>	<i>1.31</i>	<i>0.00</i>	<i>0.24</i>	<i>1.55</i>
<i>Combined Rate</i>	<i>10.89</i>	<i>3.83</i>	<i>1.01</i>	<i>15.73</i>

HOLLY HILL RESIDENTIAL

<i>Residential Cart</i>	<i>15.73</i>
<i>Residential Additional Cart</i>	<i>15.73</i>
<i>Bulk Additional Cubic Yard collected</i>	<i>4.97</i>
<i>White Good collected</i>	<i>4.97</i>

OTHER MISCELLANEOUS CHARGES

<i>Wheels/Casters</i>	<i>0.00</i>
<i>Locking Lids</i>	<i>10.00</i>

EXHIBIT F

TRANSITION OF SERVICE, TIMELINE AND CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE TIMELINE, CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE:

(a) Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, the Contractor must submit a Transition Plan to the City on or before August 25, 2017. The plan includes a detailed description of how implementation of the Contractor's collection services will be accomplished, and must meet the approval of the Public Works Director.

(b) Specific performance requirements during the transition period include, but are not limited to, the following:

August 29, 2017 Contractor and City hold first Transition Planning meeting.

September 10, 2017 Contractor submits documentation that all necessary vehicles, equipment and containers have been ordered and will be delivered to Contractor's yard no later than September 1, 2017.

August 28, 2017 Contractor ensures that all vehicles, equipment, and containers necessary to provide collection services have been ordered by the Contractor and shall verify with MSO's and Purchase orders. The Contractor's will provide an inventory of vehicles and equipment to the City.

September 1, 2017 Contractor submits a Post-Disaster Response Plan to the City.

August 28, 2017 Contractor shall begin distributing Contractor supplied brochures or other materials informing residential customers concerning the recycle rewards programs and any changes in collection services and schedules.

Contract shall be prepared to start the scope of work provided for within the contract September 1, 2017.

EXHIBIT G

CHAPTER 54 CITY CODE OF ORDINANCES

Chapter 54 - SOLID WASTE¹¹

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2854, adopted Sept. 22, 2009, amended Ch. 54 to read as set out herein. Former Ch. 54 pertained to similar subject matter and derived from Code 1984, §§ 12-1—12-12; Ord. No. 2437, § 1, adopted Sept. 24, 1996; Ord. No. 2486, § 1, adopted Nov. 11, 1997; and Ord. No. 2736, § 1, adopted Aug. 23, 2005.

Cross reference— Code enforcement, § 2-116 et seq.; utilities, ch. 70.

State Law reference— Municipal Home Rule Powers Act, F.S. ch. 166; user fees authorized, F.S. § 166.201.

Sec. 54-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning unless defined under Florida Statute which shall override any definition below and any change to Florida Statute shall be the current definition for purposes of this chapter:

Bulky waste means and includes large pieces of furniture, bedding, household appliances, tree stumps, limbs and similar items which are too large to fit in a waste container.

Garbage means and includes parts of animals or vegetables which will decompose, including food waste; also, food and beverage containers, whether paper, metal or glass.

Hazardous waste is as defined by the U.S. Environmental Protection Agency and/or the state department of environmental regulation.

Industrial waste means and includes waste resulting from the manufacture, assembly or distribution of products or goods generated by a business.

Recycled materials means and includes products such as aluminum cans, metal, plastic bottles coded 1, 2 or 3 at the bottom, newspapers, cardboard, magazines, paper, glass and other such materials as mutually agreed upon in writing by the city manager or his designee.

Yard waste means and includes discarded vegetative products generated outside of a residence or business, including lawn clippings, tree trimmings, tree branches and leaves and tree stumps.

Construction and demolition debris as defined by F.S. § 403.703(6).

Franchise fee means and includes the amount of money which the franchisee shall be obligated to pay to the city for exclusive contract rights as defined in this chapter and the franchise agreement. The franchise fee shall not be separately listed on any invoices.

Franchisee means and includes the person who or which is awarded a franchise for solid waste or recyclables collection services by the city to perform the work or services, or to furnish materials or equipment by performing collection, transport and disposal services under the provisions of a franchise agreement and this chapter.

Non-exclusive franchisee means and includes the person who/which holds a nonexclusive permit to collect, transport and process construction and demolition debris.

Person means any person or entity of whatsoever type or nature.

Roll-off container means and includes a large metal or plastic box normally used for construction and demolition debris or other large amounts of solid waste and yard trash, usually of the ten, 20, 30, or 40 cubic-yard size, which are lifted by mechanical means which roll-offs may be either open top or enclosed compaction type.

Service area means and includes the city limits of the City of Holly Hill, Florida.

(Ord. No. 2854, 9-22-09; Ord. No. 2921, § 1, 8-28-12)

Sec. 54-2. - Enforcement officer designated.

The public works director or his designee is hereby authorized and directed to enforce all of the provisions of this chapter and all rules and regulations adopted under this chapter.

(Ord. No. 2854, 9-22-09)

Sec. 54-3. - Adoption of rules and regulations.

The public works director shall develop rules of operation concerning the collection and disposal of solid wastes under this chapter. Such rules shall be consistent with and implement the provisions of this chapter. Rules of operation adopted hereunder shall become effective upon their adoption by resolution of the city commission.

(Ord. No. 2854, 9-22-09)

Sec. 54-4. - Unlawful tampering with or moving garbage, recycled materials, yard waste or containers therefore.

It shall be unlawful for persons other than the lawful owner, a person with permission or consent of the lawful owner, municipal employees engaged in the collection of garbage, recycled materials or yard waste and the persons licensed by the city to collect garbage, recycled materials or yard waste, to enter, tamper with, examine, move or disturb garbage or yard waste, or containers placed or deposited for collection, including recycle containers and dumpsters.

(Ord. No. 2854, 9-22-09)

Sec. 54-5. - Food, beverage establishments to supply garbage and recycled materials containers.

Establishments selling food, beverages or other products which may be consumed or used by customers while on the exterior of the establishment premises shall place public garbage containers at convenient locations upon the exterior of such establishment premises. Failure to comply with the foregoing is hereby declared to be unlawful and punishable in accordance with section 1-15.

(Ord. No. 2854, 9-22-09)

Sec. 54-6. - Collection.

To be eligible for municipal collection, all solid waste shall be subject to and conform with the following:

- (a) All yard waste shall be separated by the customer from garbage, rubbish and other wastes prior to collection by the city. Any waste which has not been separated as required herein shall not be collected by the city.
- (b) All garbage and recycled materials shall be placed in containers provided by the city. All garbage must be bagged prior to being placed into the containers.
- (c) Yard waste shall be placed in containers provided by the customer. Acceptable containers include metal or plastic cans, plastic bags, cardboard boxes or paper bags, provided that the bags or boxes are not over 30-gallon capacity and do not weigh more than 60 pounds. The cans, bags or boxes shall be strong enough to support the weight of the contents without tearing, ripping or breaking. Should a can, a bag or a box tear, rip or break causing the contents to spill, it shall be the responsibility of the customer to immediately clean up the spillage. Where yard waste, such as limbs, cannot be placed into a container, it shall be cut into pieces no longer than five feet in length weighing not more than 60 pounds.
- (d) Construction materials generated by a contractor or person performing work for compensation shall be disposed of by obtaining a roll off through the city or by hauling the material to a licensed disposal site.
- (e) Construction materials generated by a homeowner possessing a valid building permit and performing the work himself shall be picked up by the city, provided that the total amount of materials does not exceed five cubic yards for each building permit. For any quantity exceeding one yard the homeowner will be billed at the service fee in effect. Where the total volume exceeds five yards, the homeowner must obtain a roll off through the city.
- (f) Hazardous waste shall be disposed of by each generator of the waste in accordance with applicable county, state and federal regulations.
- (g) Yard waste, bulky waste, recycled materials, construction materials (where permitted) and garbage containers shall be placed in an orderly fashion within five feet of the street right-of-way, not within the traveled portion, for the purpose of collection. It shall be unlawful to allow any of the above materials to remain at the street curb or front yard beyond the day of collection, and such materials shall not be placed at the street curb or front yard until after sundown of the day prior to collection. It shall be unlawful for any person to deposit garbage in any place within the city limits except as may be specifically authorized herein.
- (h) It shall be unlawful for any person to place any garbage, refuse, rubbish or yard waste on city-owned property, unless such city-owned property is immediately adjacent to and abutting upon the property of the person generating such garbage, rubbish, refuse or yard waste to be so placed.

(Ord. No. 2854, 9-22-09)

Sec. 54-7. - Commercial dumpsters.

- (a) The public works director or his designee shall determine the method of collection for all customers other than single-family residences, i.e., containers or dumpsters, in accordance with the following:
 - (1) Efficiency of collection by any designee of the municipality based upon site location and vehicle access.
 - (2) History and extent of overfilling, spillage and sanitary condition of site.
- (b) Screens shall be required around both existing and new dumpsters where necessary to prevent public view of spillage or unsanitary conditions. Such screens shall be maintained in good repair.
- (c) Customers utilizing dumpsters shall be responsible for maintaining the dumpster site in a clean and sanitary condition, which shall include disposal of spillage caused by overfilling.

(Ord. No. 2854, 9-22-09)

Sec. 54-8. - Disposal of animal droppings.

It shall be unlawful for any person to place animal droppings out for collection in their normal garbage pickups. This shall be disposed of in accordance with section 10-42.

(Ord. No. 2854, 9-22-09)

Cross reference— Animals, Ch. 10.

Sec. 54-9. - Collection and disposal service fees.

- (a) *Service fee.* The service fee to be charged for collection and disposal of solid waste shall be determined by resolution of the city commission. The city commission shall review the adequacy of such fees not less frequently than once per year and shall establish fees which are adequate to cover all capital expenditures and operating expenses required for the collection and disposal of solid wastes by the city.
- (b) *Persons liable.*
 - (1) All developed single-family residential properties shall be levied the special assessment provided for herein even if the property is not occupied. Vacant single-family properties still generate garbage, rubbish and yard waste because these properties have yard maintenance that occurs.
 - (2) The fact that any place of business is occupied shall be prima facie evidence that garbage, rubbish or yard waste is being produced and accumulated upon such premises and that fees for the collection and disposal thereof are due the city.
 - (3) In case of all buildings situated in all areas of the city, it shall be the responsibility and liability of the owner thereof to pay the proper service fee. A commercial establishment in the same building with a residential unit or with another commercial establishment, even though under the same ownership, shall not be considered a part of such residential unit or other commercial establishment but shall be treated as a separate commercial establishment upon which a separate waste fee shall be due. The operator of a principal business on a premise shall be considered as the operator of any leased department conducted as a part of or along with the principal business for the purpose of fixing responsibility of paying the necessary service fee and furnishing the necessary garbage containers. Stores, etc., should paint their names and street numbers on their containers to prevent theft and use by others.
- (c) *Responsibility for payment.* The service fee required and imposed hereby is the sole responsibility of the owner, lessor or operator of the building, and nothing contained in this chapter is to be construed or interpreted so as to impose the responsibility and liability for the payment of the same upon the residential tenant or occupant of any motel or apartment house.
- (d) *Establishment of special assessment district.* The City of Holly Hill in its entirety, as its city boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special-assessment district for the purposes of collecting the base sanitation collection fee for a developed single-family residence. It is the intent of the city that this non-ad valorem assessment be levied the first time for the 2011/2012 fiscal year and every fiscal year thereafter.
- (e) *Levy of non-ad valorem assessments.* There is hereby levied a non-ad valorem assessment against each and every developed single-family residential property in the city a base sanitation collection fee as established by resolution adopted by the city commission.
- (f) *Collection of non-ad valorem assessments.* The city commission elects to use the uniform method to impose and collect non-ad valorem assessments. The non-ad valorem assessments collected pursuant to this section will be included in the combined notice for ad-valorem taxes and non-ad valorem assessments as provided in F.S. § 197.3635. Non-ad valorem assessments collected

pursuant to this section are subject to all collection provisions in F.S. § 197.3632, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

- (g) *Agreement to reimburse the Volusia County Property Appraiser and the Volusia County Tax Collector.* In order to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the city is authorized to enter into a written agreement with the Volusia County Property Appraiser and the Volusia County Tax Collector providing for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.
- (h) *Adoption of a resolution.* The city will comply with all statutory notice prerequisites set forth in F.S. § 197.3632. The city council will adopt a resolution at a public hearing prior to January 1, 2011, in accordance with F.S. § 197.3632(3), which resolution shall state the following:
 - (1) The city's intent to use the uniform method of collecting non-ad valorem assessments.
 - (2) The city's need for the imposition of the non-ad valorem assessments.
 - (3) The entire city is declared a special-assessment district, with developed, single-family residential properties being subject to the special assessment.
- (i) *Transition.* The city shall continue to levy the base monthly sanitation collection fee for developed, single-family residential homes through the month of September 2011 for the 2010/2011 fiscal year. Commencing in October 2011 for the 2011/2012 fiscal year, and each fiscal year thereafter, the city shall stop the monthly collection of base sanitation collection fees for developed, single-family residential homes and shall collect said base sanitation collection fee by the special assessment.
- (j) *Sanitation service fees for non-single-family residences.* For all sanitation service other than the base single-family residential service collected by special assessment, the city shall continue to levy and collect the monthly service fee as established by the city commission by resolution. All such sanitation collection fees due the city shall be included in the city utility bill which is rendered monthly. No discount shall be allowed for prompt payment thereof. If any bill shall not be paid before the 20th day following the original date of billing, a charge equal to 15 percent of the amount of the monthly service charge shall be added thereto. If any bill shall not be paid within 30 days of the original date of billing, all utility services shall be discontinued to the premises.
- (k) *Special assessment liens.* All charges levied by this chapter shall constitute and are hereby imposed as special assessment liens against the real property aforesaid and, until fully paid and discharged, shall remain liens equal in rank and dignity with the city ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such special assessment liens ;b0;for service charges shall be enforced by any of the methods provided in F.S. ch. 86, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.
- (l) *Waiver of fees.* The city commission is hereby authorized to waive the collection of garbage fees from customers of the city upon the city commission determination, based upon the report of the city finance director, that such waiver shall not affect the financial integrity of the general fund of the city.

(Ord. No. 2854, 9-22-09; Ord. No. 2867, § 1, 4-27-10)

Sec. 54-10. - Franchises/non-exclusive franchises.

(a) *Franchises.*

- (1) All solid waste generated and accumulated within the city limits of the city, by both residential and commercial properties, shall be collected and removed by a city franchisee except as otherwise specifically provided in this chapter.
- (2) All residential recyclables generated and accumulated within the corporate boundaries of the city shall be collected and removed by the franchisee as otherwise provided in this chapter. The city's

scope of authority relating to recovered materials is as set forth in F.S. § 403.7046, and other controlling law.

- (3) No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this chapter.
 - (4) No person may collect or transport solid waste or recyclables except as provided in this chapter.
 - (5) This section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.
- (2) *Franchise agreements.*

- (1) The city may enter into an exclusive or non-exclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the city except as may be proscribed by state law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the city and shall be awarded in accordance with the procedures of the city commission as may exist from time-to-time.
- (2) This chapter herein sets forth the conditions for the grant of exclusive or non-exclusive right, privilege and franchise to provide solid waste and recyclables collection services within the city.
- (3) Any franchise granted under the provisions of this chapter shall include the right to operate collection vehicles on the public streets of the city and to conduct a solid waste and recyclables collection business within the city.
- (4) This chapter grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a city solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this chapter.
- (5) If a franchisee has entered into a contract with the city to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the city to provide solid waste or recyclables collection services within the city, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or non-exclusive based upon the nature of the procurement activity initiated by the city.

For reasons of this chapter, non-exclusive franchise agreements may be entered into by the city to provide construction and demolition debris collection and disposal, which will include land clearing and professional tree removal experts.

- (6) The franchisee shall maintain an insurance policy issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The city shall be named as an additional insured and the policy shall provide that the city shall be provided at least 30 days written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise agreement.
- (7) Persons or entities desiring construction and demolition debris collection services franchises shall complete and submit to the city an application form, together with the franchise fee in an amount to be set by resolution. The form of the application shall be prescribed by the city manager. Upon receiving the completed application form and application fee, the city manager or his/her designee will review for approval or non-approval. The city may deny the application, or approve it with or without reasonable conditions. Franchises are renewable annually which requires approval by the city commission. The franchise fee shall be set by resolution and shall be prorated on a monthly basis.

(c) *Franchise fee and related financial matters.*

- (1) The franchisee shall pay to the city a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the city upon not less than five days demand by the city at all reasonable times within the city for the purpose of determining the amount of franchise fees due to the city. Said books shall not generally be audited more than two times per year or at a greater frequency except to the extent that said audits are deemed necessary by the city for the purpose of validating franchise fees due to the city or to ensure compliance with law.
- (2) Franchise fees may be adopted by city resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the city.
- (3) For any services required to be performed under a franchise agreement, the charges by the city to the recipients of the solid waste and recyclables collection services shall be as set forth by city resolution or in a franchise agreement resulting from the city's procurement activities.

(d) *Duties of franchisees.*

- (1) The franchisee shall perform, at a minimum, the following:
 - a. Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the city requiring such services, except as otherwise provided in this chapter and pursuant to the terms and conditions of the franchise agreement.
 - b. Carry out and perform all provisions of the franchise agreement.
 - c. Allow city to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the city relative to the provisions of a franchise agreement.
 - d. Provide access to the city, upon reasonable notice, full access to all records with respect to the franchise agreement.
 - e. Allow the city to inspect any and all vehicles and equipment used.
 - f. Devote sufficient personnel, time and attention to work required under a franchise agreement.
 - g. Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon or is a sex offender is employed to work within the city.
 - h. Ensure that all employees are safe drivers with clean driving records, except for non-moving offenses.
 - i. Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the city which policy shall be subject to the reasonable approval of the city.
 - j. Comply with all applicable federal, state, county and city laws, rules, regulations and ordinances.
 - k. Assist the city in complying with state law relative to recycling.
 - l. Dispose of solid waste on at a facility approved by the city.
 - m. Operate only between the hours of 7:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the city manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical

means, such activity may only occur after 7:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within 150 feet of any residence. The city manager shall have, at his sole discretion, authority to allow collection times to begin earlier and run later and allow collections on Sunday for special circumstances. These special circumstances shall include but not be limited to the following: special events, emergency situations, natural or manmade disasters, route changes due to temporary road closures or other circumstances as determined by the city manager.

- n. Not unduly interfere with vehicular or pedestrian traffic while conducting operations.
 - o. Operate in a manner which does not cause a nuisance or undue noise.
- (2) It is prohibited and unlawful to violate the provisions of this section.
- (e) *Transferability.*
- (1) No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the city manager.
 - (2) Applications for a transfer must be in writing and provide the city manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by the annual fee in the amount established by resolution adopted by the city commission.
- (f) *Vehicles.*
- (1) All solid waste and recyclables collection vehicles operating in the city shall be clearly marked with the name of the franchisee and the franchisee's telephone number.
 - (2) All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the city or to transport solid waste or recyclables over any public roadways in the city shall:
 - a. Be constructed as watertight as possible to limit the escape of water or other fluids from the vehicle.
 - b. Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer-type vehicles and the cover may be net mesh not greater than 1½ inches, tarpaulin or fully enclosed metal.
 - c. Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.
 - d. Be washed thorough on the exterior of the body at least weekly.
 - e. Comply with all local, regional, state and federal roadway weight limits.
 - f. Comply with all local, regional, state and federal laws, rules and regulations applicable to such vehicles.
- (g) *Insurance and bond requirements.* The city commission of the City of Holly Hill hereby enacts a new section of the Code of Ordinances of the City of Holly Hill to read as follows:
- (1) Franchisees are authorized under this section to aid the city in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the city franchisees' solid waste and recyclables collection services franchise agreements.
 - (2) All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than \$1,000,000.00 for one person injured, and \$5,000,000.00 for more than one person injured, and property damage liability insurance of not less than \$5,000,000.00. Evidence of such insurance shall be deposited with the city clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the

State of Florida for a public liability and property damage in the amounts specified. The city shall be named as an additional insured, and the policy shall provide that the city shall be provided at least 30 days' written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise.

- (3) Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of \$10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the city commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this chapter and all other applicable laws.
- (h) *Penalties/violations/interpretation of ordinance/reconciliation with franchise agreement/charges.*
 - (1) Any person violating any of the provisions of this chapter shall be punished as provided by the City Code of Ordinances or other applicable state or federal laws.
 - (2) All persons participating in, or contributing to, a violation of this chapter shall be in violation.
 - (3) The city may engage in any other code enforcement activities and processes, as it deems appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the city.
 - (4) Should any franchisee be found by the city manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this chapter then the city manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare unless such franchise was awarded by the city commission then any revocation shall be handled by the city commission.
 - (5) Each act of violation of this chapter shall constitute a separate violation.
 - (6) This chapter shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the city.
 - (7) The city commission may deviate from the provisions of this chapter in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the city.
 - (8) In the event that this chapter and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this chapter and the franchise agreement have equivalent effect, those provisions may be enforced by the city either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this chapter is applicable and no similar provision is set forth in the franchise agreement, the provisions of this chapter shall be applicable.

(Ord. No. 2921, § 2, 8-28-12; Ord. No. 2966, § 2, 1-26-16)



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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: Valerie Manning
SUBJECT: TPO Funding Agreement for FY2018-2019 with City of Holly Hill
NUMBER: (ID # 2084)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the City contributes funds for the operation of the River to Sea TPO. The contribution amount for FY2018-2019 is \$1,189.

Each year the city has approved a funding agreement allowing for the city contribution and this agreement is due for renewal.

FISCAL

ANALYSIS:

The city will be obligated to budget \$1,189 for FY 2018-2019 to meet the requirements of the subject agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

COMMISSION GOAL:

N/A

MOTION:

Authorize the City Manager to execute the TPO FY2018-2019 Funding Agreement as submitted by staff.

- TPO Letter to COHH for FY18-19 Funding Agreement and Invoice (PDF)
- TPO FY 2018-2019 Funding Agreement (PDF)
- TPO Invoice FY 2018-2019 Member Assessment (PDF)



To: TPO Members

From: Herbert Seely

Date: June 15, 2018

Re: FY 18/19 Funding Agreement and Invoice

Enclosed you will find a Funding Agreements for the FY 18/19 TPO member assessment. Please execute and return one original to the TPO office. Also enclosed is an invoice for the FY 18/19 member assessment for your processing.

Thank you for your support of the TPO.

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2018/2019 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2018, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2018/19 FUNDING.** The CITY agrees to allocate **\$1,189.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2018/19 budget effective July 1, 2018. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2017 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2019.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions; understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the

advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

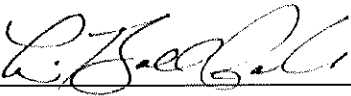
9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at

any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO


Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:


Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

(CORPORATE SEAL)

CITY OF HOLLY HILL

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____
Title: _____

(CORPORATE SEAL)

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: HH2019

DATE: June 14, 2018

DUE: July 1, 2018

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 18/19 Member Assessment		\$1,189.00
TOTAL DUE			\$1,189.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Herb Seely, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

Attachment: TPO Invoice FY 2018-2019 Member Assessment (2084 : TPO Funding Agreement for FY 2018-2019 with City of Holly Hill)



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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: Antoine Khoury
SUBJECT: Continuing Services Contract for Architectural Services
NUMBER: (ID # 2051)
APPLICANT:
PLANNER:

DISCUSSION:

On April 30, 2018, the City of Holly Hill advertised a Request for Qualifications (RFQ) consistent with the Consultants' Competitive Negotiation Act (CCNA) to obtain the services of a minimum of one qualified firm to provide Professional Architectural Services continuous contract. This contract is for an initial period of three (3) years with the option of two (2), one (1) year extensions.

The CCNA, section 287.055, Florida Statutes, sets forth requirements for the procurement and contracting of professional architectural, engineering, landscape architectural, or land surveying services by governmental agencies. A municipality must competitively select and negotiate with the most qualified firm to provide these professional services for a project.

Under this Request for Qualifications, four (4) proposals were received, reviewed, and scored. The four firms that submitted proposals were:

1. Jennifer Webb Architectural Consulting
2. Hall & Ogle Architects, Inc.
3. DJ Design, Inc.
4. Architecture Studio, Inc.

The following criteria were utilized in scoring the consultants:

1. Staff Qualifications and Firm Background
2. Experience with Similar Projects
3. Project Approach
4. Schedule and Availability

After evaluation of the four firms, Hall & Ogle Architects, Inc., was determined to be the highest ranking with an averaged overall score of 78 out of 85 possible points. The submittal received from Hall & Ogle has been attached under Exhibit "A". The attached Exhibit "B" shows the scoring of RFQ submittals by the selection committee. The attached Exhibit "C" shows a scope of work to be referenced throughout the length of the agreement.

FISCAL ANALYSIS:

Varies with the scope and variety of future projects based on availability of funding for future projects and the City's demand for the different types of planning services being requested.

Attachments:

The RFQ and the individual firms' responses are on file in the City Clerk's office.

STAFF RECOMMENDATION:

Approve ranking of architectural firms as determined by staff and authorize staff to enter into rate negotiations with Hall and Ogle.

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.

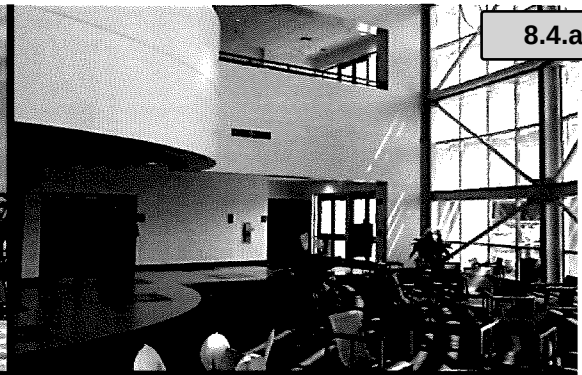
Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and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

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

Approve staff recommendation.

- Exhibit A - Hall & Ogle RFQ Submittal 2018 (PDF)
- Exhibit B - RFQ-ARC-18-01 Selection Criteria (PDF)
- Exhibit C - Architectural Scope of Services(PDF)



REQUEST FOR QUALIFICATIONS CITY OF HOLLY HILL, FLORIDA



CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES RFQ - ARC-18-01

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

2018



**HALL & OGLE
ARCHITECTS, INC.**

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

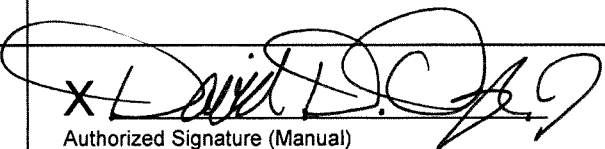
PH (386) 255-6163
FAX (386) 257-5650
AA-C000925

COPY

Packet Pg. 168



RFQ- ARCHITECTURAL SERVICES

SUBMIT QUALIFICATIONS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 Attn.: CITY CLERK	REQUEST FOR QUALIFICATIONS and Proposer Acknowledgment
Contact: Steven Juengst Facilities Supervisor 386-248-9463 - Phone 386-248- 9499 - Fax sjuengst@hollyhillfl.org	RFQ-ARC-18-01 Continuing Service Contract for Architectural Services
Pre-Qualification Date: N/A Pre-Qualification Time: N/A	Location of Pre-Qualification Conference: N/A
Qualification Due Date: April 30, 2018 Qualification Due Time: 10:00 AM	Location of Public Opening: Large Conference Room City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Proposer Name: Hall & Ogle Architects, Inc.	Federal Employer ID Number or SS Number: 59-2209909
Mailing Address: 208 Magnolia Ave.	If returning as a "No Submittal", state reason (if so, return only this page): 208 Magnolia Ave. Daytona Beach, Florida 32114
City, State, Zip: Daytona Beach, Florida 32114	
Type of Entity: (Circle one) <u>Corporation</u> Partnership Proprietorship Joint Venture	 Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (386) 255-6163	Typed Name: David D. Ogle, Jr., RA, LEED AP BD+C
Toll Free Telephone Number: (800)	Title: Principal / Vice President
Fax Number: (386) 257-5650	Date: April 30, 2018

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

The Applicant is expected to completely analyze the information contained in this Request for Qualifications as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

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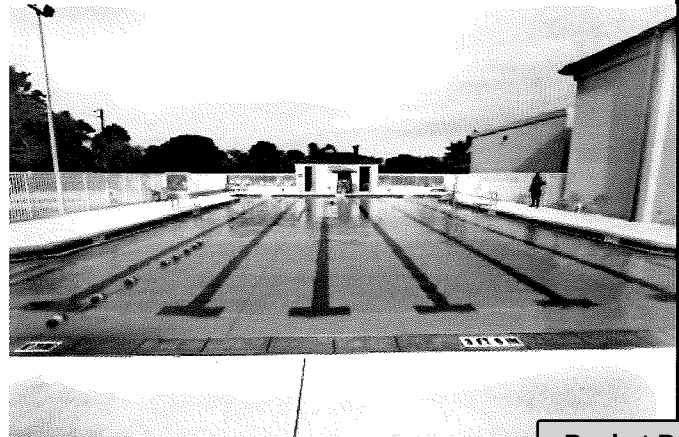
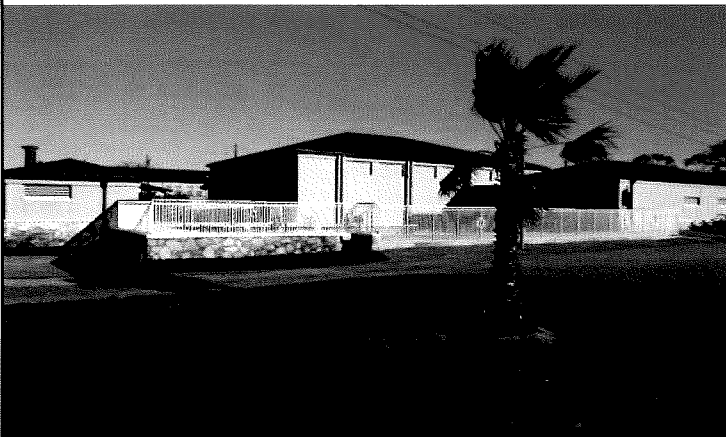
**HALL & OGLE
ARCHITECTS, INC.**

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-61
FAX (386) 257-5
AA-C000925

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HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-6163
FAX (386) 257-5650
AA-C000925

April 30, 2018

Re: City of Holly Hill, Florida
Request for Qualifications
RFQ-ARC-18-01 Continuing Service Contract for Architectural Services

Dear Selection Committee Members:

Thank you for the opportunity to submit this statement of qualifications for providing Continuing Professional Architectural Services for the City of Holly Hill. Hall & Ogle Architects, Inc. is a Florida corporation that has an established track record of providing quality professional architectural services to the communities, educational systems, universities and colleges in Florida for over thirty six years. It is our pleasure to submit our qualifications to the City of Holly Hill for your consideration.

Since it was incorporated in 1982, Hall & Ogle has been collaborating with our clients to create buildings that are unique, innovative, true to their surroundings and leave a lasting contribution to the built environment. Current firm principals, John Hall, RA and David D. Ogle, Jr., RA, LEED AP BD+C, continue that philosophy and are committed to bringing new and proven technologies and processes into every project to make our designs functional and flexible.

We believe that our firm is uniquely qualified to provide architectural services to the City of Holly Hill for the following reasons:

- A 36 year history of providing successful services to numerous municipalities, public institutions and private organizations.
- Unparalleled hands-on involvement by a firm principal from the beginning until the end of your project.
- Positive track record and experience with the City of Holly Hill on several previous projects.
- Extensive experience in coordination, administration, and design production of continuing service contracts.

Our primary goal is to give our clients truly outstanding service from the initial programming process through to the one-year warranty walk through inspection. One of the firm's two principals are assigned personally to every project we undertake, meaning your project will have a principal intimately involved with your personnel and your project for a seamless flow through the entire study. You will work with the same principal of the firm through each step of the project and renovation.

Additionally, Our firm is committed to serving our clients through the integration of sustainable design practices. We offer an insight into what's possible within these practices and how they relate to the overall success of the project. Whether it's a project's pursuit of LEED Certification or a BIM design platform, Hall & Ogle is well positioned to meet and exceed your architectural service needs.

We are committed to developing long term relationships with our clients as their advocate in all their architectural needs, and we look forward to the opportunity to build our relationship with the City of Holly Hill and provide you with exceptional architectural and engineering services.

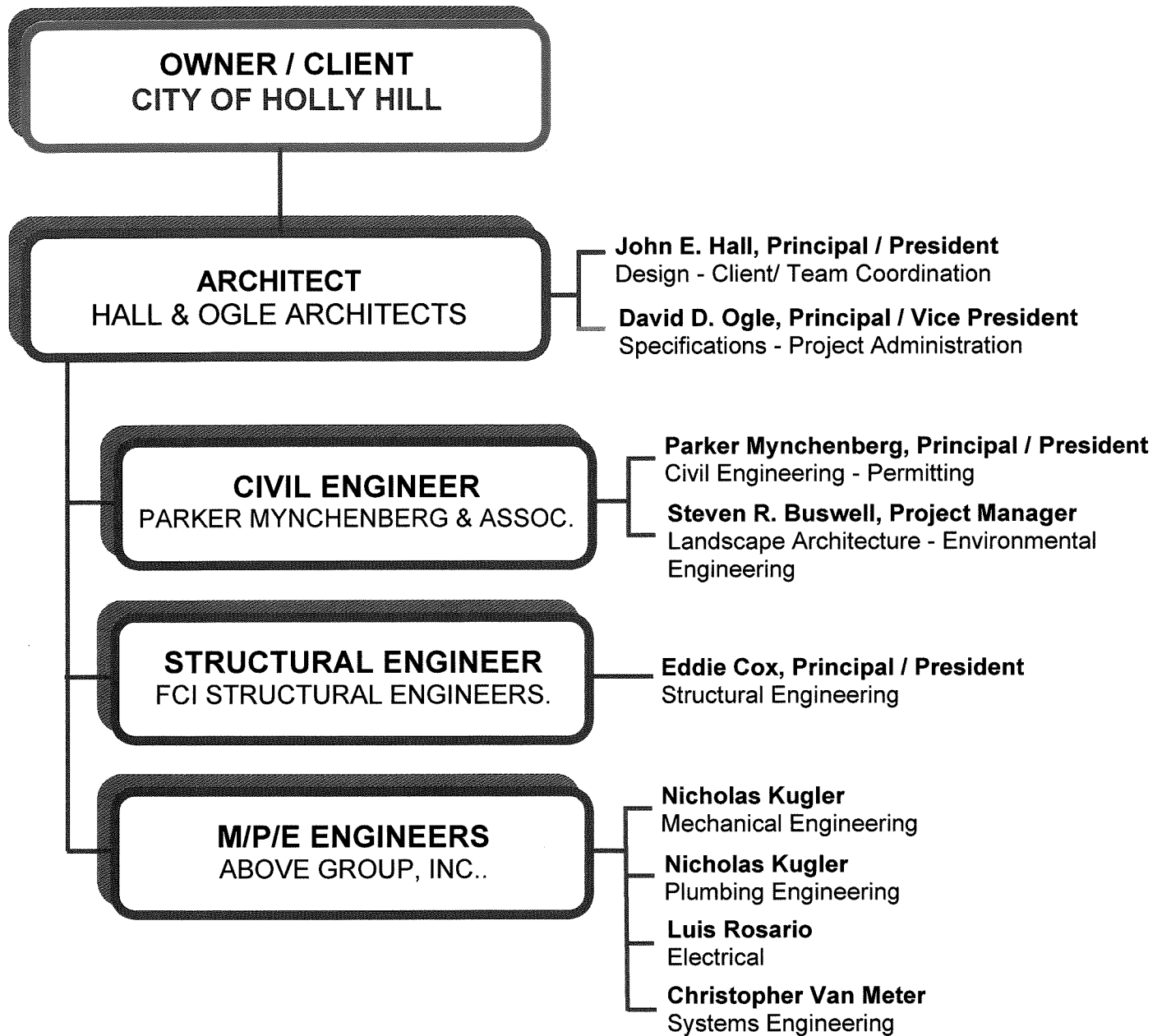
Respectfully,

David D. Ogle, Jr., RA, LEED AP BD+C, Principal / Vice President (Primary Contact)
Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 / FAX (386) 257-5650
dogle@hoarchitects.com - www.hoarchitects.com

LETTER OF INTEREST

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

DESIGN TEAM - ORGANIZATIONAL CHART



Hall and Ogle Architects is fortunate to be able to select team members from a pool of several local consulting firms of which we have a positive track record and project experience with. We select our team members based on project suitability, experience, and workload. Because of this, we are able to assemble a team that is custom tailored to best suit our clients' needs.

The firms and individuals shown above possess outstanding expertise in their respective fields, and will be responsible for producing and coordinating design and construction documentation through the design and construction project phases, and will continue their involvement on any given project through the one year warranty walk through inspection.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

	12. NAME John E. Hall, RA	13. ROLE IN THIS CONTRACT Architect President	14. YEARS EXPERIENCE	
			a. TOTAL 42	b. WITH CURRENT FIRM 28
15. FIRM NAME AND LOCATION (City and State) Hall and Ogle Architects, Inc. / Daytona Beach, Florida				
16. EDUCATION (DEGREE AND SPECIALIZATION) Master of Architecture Bachelor of Arts / Design			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida / Registered Architect - AR0010727	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) John Hall has over 28 years of extensive experience in the design and construction administration of educational facilities. True to Hall and Ogle's business model, Mr. Hall, a principal of the firm, will be your day-to-day contact for your projects from project inception all the way to completion to ensure exceptional service and consistency is provided to you. He will be directly accountable for the performance of the entire Hall and Ogle team as well as its consultants chosen for each project.				
19. RELEVANT PROJECTS				
(1) TITLE AND LOCATION (City and State) Westside Elementary School – Additions and Renovations (Educational Facility Design Experience Occupied Campus) Daytona Beach, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) In Design	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
a. This phased project will provide an aging existing campus with a new 5,260 sf Administration Wing, a new 12,980 sf (8) classroom Wing, a new 3,580 sf Skills Lab and Music Suite addition along with renovating existing spaces into a new 12,750 sf Multi-Purpose/ Food Service Facility with ancillary spaces. The current parking will also be renovated and augmented to correct existing insufficiencies, as well as upgrades to all major campus systems. The campus will be occupied by faculty and students during construction of this \$15 million dollar project. Principal In Charge, Project Architect, Project Manager				
(1) TITLE AND LOCATION (City and State) Southwestern Middle School – 11 Classroom Addition (Educational Facility Design Experience Occupied Campus) DeLand, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) 2011	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
b. New 15,800 SF classroom building provides an additional 11 classrooms, a science laboratory and administrative office spaces for the middle school. For continuity of campus the addition complements the existing campus in functionality and esthetics. The \$2.8 million project was completed in Fall of 2012. The campus was occupied by faculty and students during most of construction. Principal In Charge, Project Architect, Project Manager				
(1) TITLE AND LOCATION (City and State) Citrus Grove Elementary School (Educational Facility Design Experience) DeLand, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) 2011	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
c. New 90,000 SF elementary school, designed to services a growing community, accommodates 800 students. The seven building campus includes (1) two-story building and (6) one-story buildings. The \$17 million project opened in August of 2011. Principal In Charge, Project Architect, Project Manager				
(1) TITLE AND LOCATION (City and State) Champion Elementary School (Educational Facility Design Experience) Daytona Beach, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (If applicable) 2009	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
d. New 90,000 SF elementary school, designed to blend with the existing established community, accommodates 800 students. The six building campus includes (1) two-story building and (5) one-story buildings. The \$18.6 million project was completed in 2009 and continues to receive positive remarks from its faculty and students. Principal In Charge, Project Architect, Project Manager				
(1) TITLE AND LOCATION (City and State) River Springs Middle School (Educational Facility Design Experience) Orange City, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2005	CONSTRUCTION (If applicable) 2008	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
e. New 170,670 SF middle school, designed to services a growing community, accommodates 1200 students. The design utilized two-story construction for the classroom and media center buildings. The \$36.7 million project was completed in 2008. Principal In Charge, Project Architect, Project Manager				

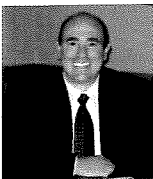
E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

	12. NAME David D. Ogle, Jr. RA, LEED AP BD+C	13. ROLE IN THIS CONTRACT Principal-In-Charge / Vice President Project Architect Project Manager	14. YEARS EXPERIENCE	
			a. TOTAL 37	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION (City and State) Hall and Ogle Architects, Inc. / Daytona Beach, Florida				
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science / Architecture			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida / Registered Architect – AR93986	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) David Ogle had almost 20 years experience with some of the bigger architect firms in Orlando, Florida before joining the smaller, family like, Hall and Ogle in 1999. In 2006 David became a partner in the firm and is now the firms Vice President. David has extensive experience in a wide variety of different building types. Many of his recent educational projects have focused on bringing innovative, cutting edge technology to students.				
19. RELEVANT PROJECTS				
(1) TITLE AND LOCATION (City and State) Daytona Beach Shores Community Center (Innovative Concepts / Challenging Site) Daytona Beach Shores, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) Under Construction	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
a. Mr. Ogle was responsible for the construction documentation and CA phases for the new Community Center for the city of Daytona Beach Shores, Florida. The new 16,600 square foot facility consists of a new 3,050 sf Racquet (Tennis) Club, new 3,050 sf City Council Chambers, new 2,050 sf Community Room, with 2,300 sf of exterior terraces and balconies. The facility is to be built on the site of the existing racquet facility, providing 82 new/ reworked parking spaces. Estimated construction cost: \$6,200,000. Project Architect Principal In Charge, Project Manager				
(1) TITLE AND LOCATION (City and State) City of Deltona Municipal Library (Innovative Concepts / Occupied Facility) Deltona, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2016	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
b. This project included interior renovations to the existing library and Environmental Center to provide new finishes and access separation between the two facilities under one roof. The project also included studies for new exterior entry canopies and their ultimate construction. Project budget: \$99,825.00 Project Architect, Principal In Charge, Project Manager				
(1) TITLE AND LOCATION (City and State) Embry-Riddle Aeronautical University – New Athletic Annex (Education Facility Design Experience Occupied Campus) Daytona Beach, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) 2014	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
c. 12,000 square foot athletic complex for Embry-Riddle Aeronautical University's baseball and softball programs. The project includes a 450 seat stadium, press box, concessions area, shower/locker rooms, sports medicine, coaches offices, meeting space and other ancillary spaces. This project was completed in April of 2015 for a construction cost of \$3,500,000. Project Architect, Principal In Charge, Project Manager				
(1) TITLE AND LOCATION (City and State) Embry-Riddle Aeronautical University – Hagedorn Aviation Complex (Education Facility Design Experience Occupied Campus) Daytona Beach, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) 2011	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
d. New, state of the art, 100,000 SF three building school for the private university. Includes a one-story flight maintenance hanger, a two-story flight operations center, and a three-story aircraft maintenance laboratory building. This \$15.5 million project, completed in 2011, serves as the nerve center for ERAU's prominent flight and aircraft maintenance programs. Project Architect, Principal In Charge, Project Manager				
(1) TITLE AND LOCATION (City and State) New Central Fire Station (Innovative Concepts) New Smyrna Beach, Florida		(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) 2014	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
e. New Fire Station, this 11,000 square foot station, completed in 2014, has eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was \$3,000,000. Co-Lead Design Architect, Principal In Charge, Project Manager.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

	12. NAME Parker Mynchenberg, PE, RLA	13. ROLE IN THIS CONTRACT Civil Engineer Principal-in-Charge Project Manager	14. YEARS EXPERIENCE	
			a. TOTAL 31	b. WITH CURRENT FIRM 27
15. FIRM NAME AND LOCATION (City and State) Parker Mynchenberg & Associates, Inc. / Holly Hill, Florida				
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer (PE 32645) Registered Landscape Architect (LA0001553) General Contractor Commercial Pool Contractor Real Estate Broker Mortgage Broker		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Parker Mynchenberg & Associates, Inc. (PMA) is owned and operated by Parker Mynchenberg, P.E., R.L.A., and has been providing professional Engineering and Landscape Architectural Design services since 1984. The design work completed by the company over the past 26 years has included streetscapes, residential subdivisions, commercial, office and retail buildings, and many City and County projects, including, but not limited to; the design of storm water and utility infrastructure, site planning and permitting, park and recreation facilities, median improvements, streetscapes, landscape/irrigation, and water, sewer and storm water systems. With the design of each project, Parker Mynchenberg & Associates, Inc. works closely with permitting agencies such as the Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, County Health Department and U.S. Army Corps of Engineers.				
19. RELEVANT PROJECTS				
a.	(1) TITLE AND LOCATION (City and State) Daytona Beach Police Station (Previous Experience with Architect) Daytona Beach, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2007 CONSTRUCTION (If applicable) 2008		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and permitting of the City of Daytona Beach new Police Station. The project also included a regional stormwater pond to serve a new public right-of-way and out-parcel. Utility extensions included boring and jacking on major road and construction of new turn lanes. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm		
b.	(1) TITLE AND LOCATION (City and State) Champion Elementary School (Previous Experience with Architect/ Educational Facility Design Experience) Daytona Beach, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2008 CONSTRUCTION (If applicable) 2009		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and Permitting of the new Champions Elementary School located at the end of Tournament Drive. Facilities included a basketball court, playground, and recreational ball fields. The project included extensive Contract Administration through construction. The site plan included design of new parking facilities for Staff and the public. A new wet detention system was permitted to address the stormwater requirements associated with the Outstanding Florida Water (OFW) design criteria. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm		
c.	(1) TITLE AND LOCATION (City and State) Public Safety Complex Daytona Beach Shores, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2006 CONSTRUCTION (If applicable) 2007		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The Daytona Beach Shores Public Safety Complex was completed in 2007 at a cost of 8.7 million. The Department of Public Safety is a public entity in which personnel area cross-trained in both law enforcement and fire-rescue capabilities. The complex consists of two facilities totaling 32,000 square feet. The complex incorporates a pedestrian plaza between the existing community center and the new public safety facility, making the complex useful as an open area for community events. The building was constructed with concrete tilt walls and glazing systems designed to withstand high velocity winds, which will help ensure that the complex remains operational in the event of any natural or man-made disaster. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm		
d.	(1) TITLE AND LOCATION (City and State) Fire Station No. 22 Palm Coast, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2008 CONSTRUCTION (If applicable) 2009		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The project is located in the City of Palm Coast near the newly constructed Kohl's Department Store. The Fire Station accesses Palm Coast Parkway and provides emergency services to the surrounding areas. A regional stormwater management system was designed and constructed to serve the development entitled Palm Coast PC Plaza. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm		
e.	(1) TITLE AND LOCATION (City and State) Embry-Riddle Aeronautical University Master Plan - Sports Complex (Previous Experience with Architect) Daytona Beach, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2010 CONSTRUCTION (If applicable) On Going		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Parker Mynchenberg & Associates, Inc. recently completed the design, permitting and bidding, and is presently overseeing construction for the Embry Riddle Aeronautical University Buffer Zone project. The project includes a synthetic soccer field, synthetic softball field, NCAA natural turf softball fields and associated parking, landscaping and amenities. Civil Engineer		☒ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

	12. NAME Steven R. Buswell PE, RLA	13. ROLE IN THIS CONTRACT Project Engineer (Civil)	14. YEARS EXPERIENCE	
			a. TOTAL 13	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (City and State)

Parker Mynchenberg & Associates, Inc. / Holly Hill, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)

Master of Engineering / Environmental Engineering
Bachelor of Science / Environmental Engineering

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Professional Engineer (PE 53985)
Registered Landscape Architect (LA6667011)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Steve is a Professional Engineer and Registered Landscape Architect specializing in Land Development. He has worked as an Associate Professional Engineer with Parker Mynchenberg & Associates (PMA) for the past since 2001. He brings to the company a thorough background in Stormwater Design and Civil Engineering Design. Prior to joining PMA he was the Stormwater Design Engineer for The City of Daytona Beach. He is a graduate of the University of Florida with both a Master's and Bachelor's in Environmental Engineering. His responsibilities at PMA include Project Management as well as performing all of the technical calculations and reports in order to obtain approval from the respective governing agencies.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Daytona Beach Police Station (Previous Experience with Architect) <i>Daytona Beach, Florida</i>		2007	2008
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and permitting of the City of Daytona Beach new Police Station. The project also included a regional stormwater pond to serve a new public right-of-way and out-parcel. Utility extensions included boring and jacking on major road and construction of new turn lanes. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm	
Champion Elementary School (Previous Experience with Architect/ Educational Facility Design Experience) <i>Daytona Beach, Florida</i>		2008	2009
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and Permitting of the new Champions Elementary School located at the end of Tournament Drive. Facilities included a basketball court, playground, and recreational ball fields. The project included extensive Contract Administration through construction. The site plan included design of new parking facilities for Staff and the public. A new wet detention system was permitted to address the stormwater requirements associated with the Outstanding Florida Water (OFW) design criteria. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm	
Public Safety Complex <i>Daytona Beach Shores, Florida</i>		2006	2007
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The Daytona Beach Shores Public Safety Complex was completed in 2007 at a cost of 8.7 million. The Department of Public Safety is a public entity in which personnel area cross-trained in both law enforcement and fire-rescue capabilities. The complex consists of two facilities totaling 32,000 square feet. The complex incorporates a pedestrian plaza between the existing community center and the new public safety facility, making the complex useful as an open area for community events. The building was constructed with concrete tilt walls and glazing systems designed to withstand high velocity winds, which will help ensure that the complex remains operational in the event of any natural or man-made disaster. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm	
Fire Station No. 22 <i>Palm Coast, Florida</i>		2008	2009
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The project is located in the City of Palm Coast near the newly constructed Kohl's Department Store. The Fire Station accesses Palm Coast Parkway and provides emergency services to the surrounding areas. A regional stormwater management system was designed and constructed to serve the development entitled Palm Coast PC Plaza. Civil Engineer and Landscape Architect		☒ Check if project performed with current firm	
Lee Rhyant Dormitory - Bethune Cookman University <i>Daytona Beach, Florida</i>		2009	2010
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and permitting of a new dormitory for students of Bethune Cookman University. The Site included construction of new parking spaces and a natural area for passive recreation. Utility improvements were designed to provide fire protection, potable water and wastewater collection to service the new building. Stormwater Management was provided through a new wet detention system. The Landscape Plan was designed in accordance with the City of Daytona Beach's requirements and the irrigation plan was designed to meet the County's Waterwise Irrigation Standards. Civil Engineer		☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Eddie L. Cox, P.E.	13. ROLE IN THIS CONTRACT Principal, Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 32
15. FIRM NAME AND LOCATION <i>(City and State)</i> fci Structural Engineers, Inc., Winter Springs, Florida 32708			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S. Civil Engineering, Structural Engineering Major, 1974		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida, Structural Engineering	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Principal-In-Charge of structural design and coordination of working drawings, specifications, and construction phase services. Organization memberships include ACI, ASCE, FESA, NSPE, CFBE, PTI, IBC.			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Continuing Contract Structural Engineering Services Volusia County School Board, Volusia County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1991 to Present	CONSTRUCTION <i>(If applicable)</i> 1991 to Present	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Continuing Contract Services for The School Board of Volusia County for various projects up to \$1,000,000 construction cost from 1991 to present. Projects include both as a Prime Design Professional and as a Consultant to The School Board Facilities Department.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Oviedo High School Additions and Renovations Oviedo, Florida, School Board of Seminole County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2006	CONSTRUCTION <i>(If applicable)</i> 2009	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Complete campus improvements, approximately \$42 mil. Construction cost, including new gym, new 2-story classroom building, and additions and renovations to most of the existing buildings. The construction phase of the project was phased over 3 years.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Deland M.S. Cafeteria Renovations Volusia County School Board, Volusia County Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION <i>(If applicable)</i> 2014	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Repairs to existing truss and wall connections for cafeteria building.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Edgewater Elementary School Additions and Renovations. Volusia County School Board, Volusia County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i> 2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm New Bus Loop Canopy and New Concrete Ramp.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Indian River Elementary School, Playground Canopy Renovations Volusia County School Board, Volusia County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i> 2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Renovations and repairs for existing playground canopy.		

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME
Nicholas Kugler, PE, LEED AP, BEMP

13. ROLE IN THIS CONTRACT
Lead Mechanical Engineer

14. YEARS EXPERIENCE
a. TOTAL 14
b. WITH CURRENT FIRM 4

15. FIRM NAME AND LOCATION (City and State)



Above Group, Inc. | Melbourne, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)

BS | Mechanical Engineering | University of Central Florida

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Licensed Mechanical Professional Engineer | FL (#78501), IA (#22794), TX (#127709)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

LEED AP | LEED Accredited Professional; ASHRAE | American Society of Heating Refrigeration and Air Conditioning Engineers; BEMP | Building Energy Model Professional; NCEES | National Council of Examiners for Engineering & Surveying (#1531588)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Central Energy Plant (CEP) Study James A. Haley Veterans' Hospital, Tampa, FL	2017	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Project Manager/Principal-in-Charge/Mechanical Engineer Assessment of the existing Central Energy Plant (CEP) at the James A. Haley Veterans' Hospital in Tampa, FL.			
b.	Commercial Crew and Cargo Processing Facility (C3PF) Kennedy Space Center, FL	2012	2012-2014
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	
Lead Mechanical Engineer Design-Build project to repurpose a 140,000 SF space shuttle Orbiter Processing Facility-3 (OPF-3) into Space Florida-Boeing's Commercial Crew & Cargo Processing Facility (C3PF) for Boeing's new Crew Space Transportation (CST-100) space capsule, Starliner. \$20,000,000			
c.	Northrup Grumman Aerospace Systems Program and Engineering Offices – Building 229, Melbourne, FL	2014	2015
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	
Lead Mechanical Engineer New 219,000 SF office building with an adjacent 2800 Ton Chilled Water Central Utilities Plant. LEED Silver. \$60,000,000			
d.	DASO Headquarters HVAC Renovation Cape Canaveral Air Force Station, FL	2015	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Project Manager/Principal Engineer/Mechanical Engineer Renovation to the existing 15,000 square foot facility. Project included complete air distribution, diffusers, insulation, and control devices. Also new chillers and chilled water distribution piping including new exterior above ground and underground piping. \$1,700,000			
e.	Wing Line 9 Renovation Moorefield, WV	2016	2017
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Lead Mechanical Engineer 30,000 square foot renovation to relocate the existing Line 8 and add a new Wing Line 9. Project included HVAC, domestic water, high pressure hot water, steam, sanitation, compressed air, natural gas, and process waste. Over 5,000 linear feet of new domestic water, high pressure steam, and steam condensate distribution piping was included. \$9,000,000			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Luis A. Rosario, PE	Lead Electrical Engineer	a. TOTAL	b. WITH CURRENT FIRM
		18	1

15. FIRM NAME AND LOCATION (City and State)



Above Group, Inc. | Melbourne, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)

Bachelor of Science | Electrical Engineering | Polytechnic University of Puerto Rico

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Licensed Electrical Professional Engineer | FL (#65457), NCEES Record No. 62982

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Languages: **Bilingual**, fluent in English and Spanish. Member: FBPE | Florida Board of Professional Engineers; CIAPR | Board of Professional Engineers and Land Surveyors of PR, Florida Chapter; NCEES | National Council of Examiners for Engineering & Surveying. Awards: The Engineers' Council 2015 Distinguished Engineering Project Achievement Award – Harris HTC Project.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	20. YEARS EXPERIENCE	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Central Energy Plant (CEP) Study James A. Haley Veterans' Hospital, Tampa, FL	2017	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Lead Electrical Engineer Assessment of the existing Central Energy Plant (CEP) at the James A. Haley Veterans' Hospital in Tampa, FL.		
b.	Northrup Grumman Aerospace Systems Program and Engineering Offices – Building 229, Melbourne, FL	2014	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Lead Electrical Engineer Design and contracted construction administration services for a new 219,000 SF office building with an adjacent 2800 Ton Chiller Cooling Capacity Central Utilities Plant. LEED Silver. \$60,000,000		
c.	Selective Coordination Study, Outpatient Healthcare Clinic Lee County VA Healthcare Center, Cape Coral, FL	2012	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Lead Electrical Engineer Design of the outpatient healthcare clinic consisting of a four-story 210,000 square foot new construction. The major components of the clinic design consisted of primary care, outpatient surgery, imaging/radiology, specialty care, and mental health services. \$55,000,000		
d.	Commercial Crew and Cargo Processing Facility (C3PF) Kennedy Space Center, FL	2012	2012-2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Lead Electrical Engineer Design-Build with Hensel Phelps to repurpose a 140,000 SF space shuttle Orbiter Processing Facility-3 (OPF-3) into Space Florida-Boeing's Commercial Crew & Cargo Processing Facility (C3PF) for Boeing's new Crew Space Transportation (CST-100) space capsule, Starliner. \$20,000,000		
e.	Short Circuit, Selective Coordination Study, and Arc Flash Hazard Analysis, Orlando, FL	2016	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Lead Electrical Engineer Electrical system assessment and produce an electrical distribution study that included a report to provide a short circuit, selective coordination, and arc flash hazard analysis for the Naval Support Activity Orlando (NSA Orlando) project. A conditional assessment was done to identify code violation and to offer recommendations on potential improvements to the existing electrical distribution.		

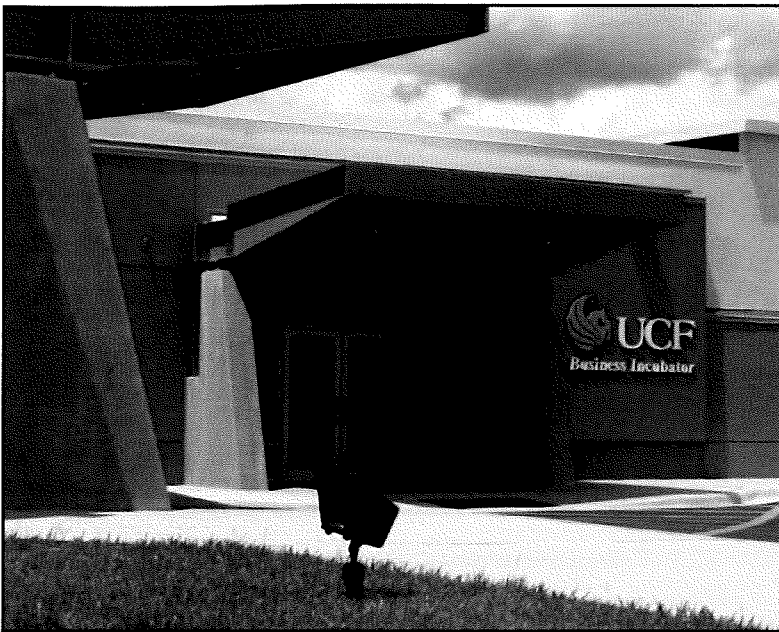
E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Christopher Van Meter, RCDD	13. ROLE IN THIS CONTRACT Senior Electrical Designer / RCDD	14. YEARS EXPERIENCE a. TOTAL 14 b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State)  Above Group ENGINEERING DESIGN CONSULTING Above Group, Inc. Melbourne, Florida		
16. EDUCATION (DEGREE AND SPECIALIZATION) BS Electrical Engineering University of Central Florida August 2005-2007 (incomplete) AA Brevard Community College 2003	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Communications Distribution Designer (RCDD) 2016	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) US Army Fire Support Specialist Advanced Individual Training 1997, Army Combat Lifesaver Course 1997		

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Commercial Crew Cargo Processing Facility (C3PF) Kennedy Space Center, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2012 CONSTRUCTION (If applicable) 2012-2014
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Electrical and Telecommunications Designer Design-Build project to repurpose a 140,000 SF space shuttle Orbiter Processing Facility-3 (OPF-3) into Space Florida-Boeing's Commercial Crew & Cargo Processing Facility (C3PF) for Boeing's new Crew Space Transportation (CST-100) space capsule, Starliner. \$20,000,000	☐ Check if project performed with current firm
(1) TITLE AND LOCATION (City and State) VA Gainesville Entry Renovation Malcom Randall VA Medical Center, Gainesville, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2014 CONSTRUCTION (If applicable) 2015
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Electrical Designer Emergency entrance renovation. Renovate and provide new lighting layout for reconfigured entrance and foyer. Provide new general purpose power outlets, provide power for new powered sliding doors. Modify existing access control, security, and CCTV systems to accommodate renovated spaces. \$100,000	☐ Check if project performed with current firm
(1) TITLE AND LOCATION (City and State) SSPF Replace Air Handling Units NASA, Kennedy Space Center, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2012 CONSTRUCTION (If applicable) 2014
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Electrical Designer Replace (4) existing air handling units and associated fire alarm detection devices and interfaces. Reuse existing motor control centers while providing new VFDs for all AHUs by utilizing new breakers. \$5,000,000	☐ Check if project performed with current firm
(1) TITLE AND LOCATION (City and State) Cruise Terminal 1 Port Canaveral, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2013-2014 CONSTRUCTION (If applicable) 2014
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Electrical Designer Design-Build project for new high capacity cruise terminal with outdoor plaza and retail buildings. Design electrical service, electrical distribution system and lighting system and controls for a new 2-story 188,514 SF cruise terminal, Plaza with (3) powered retail structures. \$86,000,000	☐ Check if project performed with current firm
(1) TITLE AND LOCATION (City and State) Fort Rucker Replacement Elementary School Fort Rucker, AL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION (If applicable) Ongoing
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Telecommunications Designer New 133,542 SF elementary school to replace existing aging elementary school. Provide design of backbone and horizontal cabling systems for the data (secured and unsecured), access control, PA/ Bell and VOIP phone systems. \$50,000,000	☐ Check if project performed with current firm



EQUIPMENT



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

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AA-C000925

Hall & Ogle and our sub-consultants use leading-edge technology throughout the design and documentation processes by fully integrating the most advanced and latest releases of Autodesk products. Hall & Ogle uses programs such as REVIT Architecture, Autodesk Viz and AutoCad. We recognize the difficulties of project visualization and strive to eliminate them through the use of physical and virtual 3d models using the 3c capabilities of our production software as well as Sketchup and Adobe Photoshop so that our clients may proceed with a clear vision of the finished project.



Hall & Ogle (Prime / Architect) has (4) BIM/CAD Workstations, (1) large format plotter, (5) printers and (1) copy machine.

Parker Mynchenberg (Civil / Landscape Architect) has (10) computers, (10) printers, (5) copier/printer/scanners, (4) plotters, (1) color copier/scanner, (1) fax, and (5) BIM/CAD Workstations.

FCI Structural Engineers (Structural) has (2) BIM/CAD Workstations, (4) computers, (1) large format plotter, (7) printers, (1) ultrasonic thickness meter, and (1) borescope with camera..

Above Group Inc. (Mechanical, Electrical, Plumbing) has (2) redundant and cloud backed-up centralized servers, (6) BIM/CAD Workstations, (1) standard computer workstation, and (2) 3-in-1 Machines.

CONTINUING CONTRACTS



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
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Hall & Ogle Architects currently has continuing service contracts with The Utilities commission of New Smyrna Beach, Volusia County School District, The County of Volusia and the Cities of Daytona Beach, Holly Hill and Ormond Beach. Under these contracts we have completed many projects similar to the size of projects that would be included under the currently proposed contract for Continuing Architectural Services for the City of Holly Hill, Florida.

Utilities Commission of New Smyrna Beach, 200 Canal Street, New Smyrna Beach, FL 32168

Continuing Service Contract (Current)
Human Resources Department Remodeling
Western Utility Complex
COB Meter - Break Room Remediation

Owner Information: Utilities Commission NSB | Derek Wainscott, P.E. | 386-424-3019 | dwainscott@ucnsb.org

Volusia County School District, Facilities Services 3750 Olson Drive, Daytona Beach, FL 32124

Continuing Service Contract (10+ Years)
16 New Schools
15 Addition/Renovation Projects
Several Other New Facilities / Renovations

Owner Information: VCS | Ms. Saralee Morrissey | 386-947-8786 ext 50772 | smorriss@volusia.k12.fl.us

County of Volusia, 123 W Indiana Avenue, DeLand, FL 32720

Continuing Service Contract (8 Years - Current)
6 New Fire Stations / 1 Fire Training Building
8 Projects for VOTRAN
Business Incubator
Multiple Misc. Additions/Renovations

Owner Information: County of Volusia | Gary Morton, Project Manager | 386-804-9229 | gmorton@co.volusia.fl.us

City of Ormond Beach, 22 S. Beach Street, Ormond Beach, FL 32176

Continuing Service Contract (15 Years - Current)
Architectural Review Services
2 Fire Stations
Multiple Misc. Additions/Renovations

Owner Information: City of Ormond Beach | Steve Spraker, Senior Planner | 386-676-3341 | spraker@ormondbeach.org

City of Daytona Beach, PO Box 2451, Daytona Beach, FL 32115-2451

Continuing Service Contract (10+ Years - Current)
Police Department Headquarters
Police Substation
Fire Station
Fire Rescue Addition at Daytona Int Airport
2 Park Improvement Projects

Owner Information: City of Daytona Beach | Frank VanPelt, TSD Director | 386-671-8635 | VanPeltFrank@CODB.us

City of Holly Hill, 453 LPGa Blvd., Holly Hill, FL 32117

Continuing Service Contract (Current)
Market Restaurant renovations
Misc. Re-Roofing projects
New Community Center
New Gymnasium / Pool

Owner Information: City of Holly Hill | Steve Juengst, Facilities Supervisor | 386-248-9463 | sjuengst@hollyhillfl.org

Continuing Services Contracts Sample Projects



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TITLE AND LOCATION: Osteen Trailhead New Restroom Building <i>New Smyrna Beach, Florida</i>		PROFESSIONAL SERVICES 2015 PHASE: Completed 2016
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER County of Volusia	b. POINT OF CONTACT NAME Mr. Gary Morton	c. POINT OF CONTACT TELEPHONE NUMBER 386-804-9229
BRIEF DESCRIPTION OF PROJECT (Include scope, size, and cost) New restroom facility to augment an existing Civic Center. This project included site work that was required to solve challenging wastewater issues as well as being ADA compliant. The GMP for this project was \$112,602.		
TITLE AND LOCATION: Hiles Boulevard Off-Beach Parking <i>New Smyrna Beach, Florida</i>		PROFESSIONAL SERVICES 2016 PHASE: Under Construction
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER County of Volusia	b. POINT OF CONTACT NAME Mr. Gary Morton	c. POINT OF CONTACT TELEPHONE NUMBER 386-804-9229
BRIEF DESCRIPTION OF PROJECT (Include scope, size, and cost) New restroom facility along with extensive site modification including adding 7,354 gsf of new stabilized grass parking with green space and reconfiguration of the existing parking to accommodate 8 new ADA spaces. The GMP for this project was \$499,102.		
TITLE AND LOCATION: First Step Homeless Assistance Shelter <i>Daytona Beach, Florida</i>		PROFESSIONAL SERVICES 2017/18 PHASE: 60% design
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Daytona Beach	b. POINT OF CONTACT NAME Mr. Frank VanPelt	c. POINT OF CONTACT TELEPHONE NUMBER 386-671-8635
BRIEF DESCRIPTION OF PROJECT (Include scope, size, and cost) The First Step Homeless Shelter is currently in the Design phase, intended to provide our area's homeless population a safe and dignified alternative to life on the streets, with emphasis on giving them their "First Step" towards improving themselves and their quality of life. The facility will be a 120 bed, one story assistance facility providing food, shelter, clothing, and personal counseling. It will also provide spaces for teaching and mental health assistance. It will have dormitory style sleeping quarters with a 33/66 split between men and women. The facility will offer a full commercial kitchen and dining area, a 16 hour day Health Services Ward, and full administrative services.		
TITLE AND LOCATION: Ocean Center Renovation <i>Daytona Beach, Florida</i>		PROFESSIONAL SERVICES 2010 PHASE: Completed 2011
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER County of Volusia	b. POINT OF CONTACT NAME Mr. Gary Morton	c. POINT OF CONTACT TELEPHONE NUMBER 386-804-9229
BRIEF DESCRIPTION OF PROJECT (Include scope, size, and cost) The Ocean Center Renovation was a 13,700 SF remodel of the entire mezzanine level of the Ocean Center. Project included new meeting spaces, a board room, administrative offices and other support areas, and upgrades to the aging hvac system. This project was completed in April 2011 for a construction cost of \$1,400,000. This project was completed under HO's current continuing contract with the County of Volusia using the CM method of delivery.		

Additional Firm and Project Information can be found at www.hoarchitects.com

Experience - Additional Project Examples



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8.4.a

TITLE AND LOCATION (City and State)

Daytona Beach Shores Community Center

Daytona Beach Shores, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES
2015/16

CONSTRUCTION (If applicable)
Under Construction

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Daytona Beach Shores

b. POINT OF CONTACT NAME

Mr. Mike Booker

c. POINT OF CONTACT T

386-763-5353

**Municipal
Project**

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hall & Ogle was chosen to design a new Community Center for the city of Daytona Beach Shores, Florida. The new 16,600 square foot facility consists of a new 3,050 sf Racquet (Tennis) Club, new 3,050 sf City Council Chamber, new 2,050 sf Community Room, with 2,300 sf of exterior terraces and balconies. The facility is to be built on the site of the existing racquet facility, providing 82 new/ reworked parking spaces. The new state of the art multi-use facility will expand and enhance the cities' community services, built on the motto "Life is Better Here". Estimated construction cost: \$4,700,000.

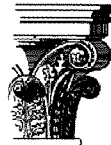


FIRM ROLE

a.	(1) FIRM NAME Hall & Ogle Architects	(2) FIRM LOCATION (City and State) Daytona Beach, FL	(3) ROLE Architect
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Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

Experience - Additional Project Examples

HALL & OGLE
ARCHITECTS, INC.208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
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TITLE AND LOCATION (City and State)

Flagler Avenue Lifeguard Station
New Smyrna Beach, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES
2015CONSTRUCTION (If applicable)
2016

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

County of Volusia

b. POINT OF CONTACT NAME

Mr. Gary Morton

c. POINT OF CONTACT T

386-804-9229

**Municipal
Project**

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



One of Hall & Ogle's most recent of completed projects was the Flagler Avenue Lifeguard Station for Volusia County's Beach Safety Department located in New Smyrna Beach, a block away from Flagler Avenue.

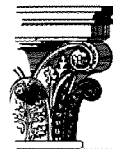
The 2,000 SF facility includes a large garage space, law enforcement office, staff office, kitchen, first aid area, and shower/locker room facilities. Notice to proceed was given in November 2015, completed on time and within the \$650,000 Budget.



FIRM ROLE

a.	(1) FIRM NAME Hall & Ogle Architects	(2) FIRM LOCATION (City and State) Daytona Beach, FL	(3) ROLE Architect
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Experience - Additional Project Examples



**HALL & OGLE
ARCHITECTS, INC.**

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DAYTONA BEACH, FLORIDA 32114
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8.4.a

TITLE AND LOCATION (City and State)

Pine Ridge High School Manufacturing Lab

Deltona, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES

2014

CONSTRUCTION (If applicable)

2015

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Volusia County Schools

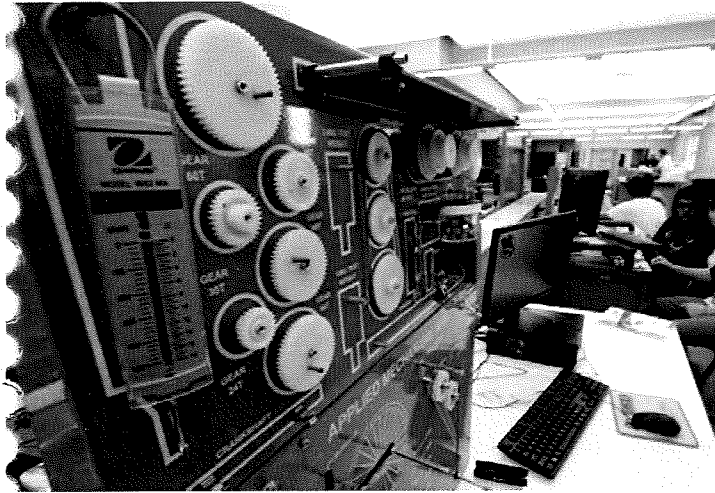
b. POINT OF CONTACT NAME

Ms. Saralee Morrissey

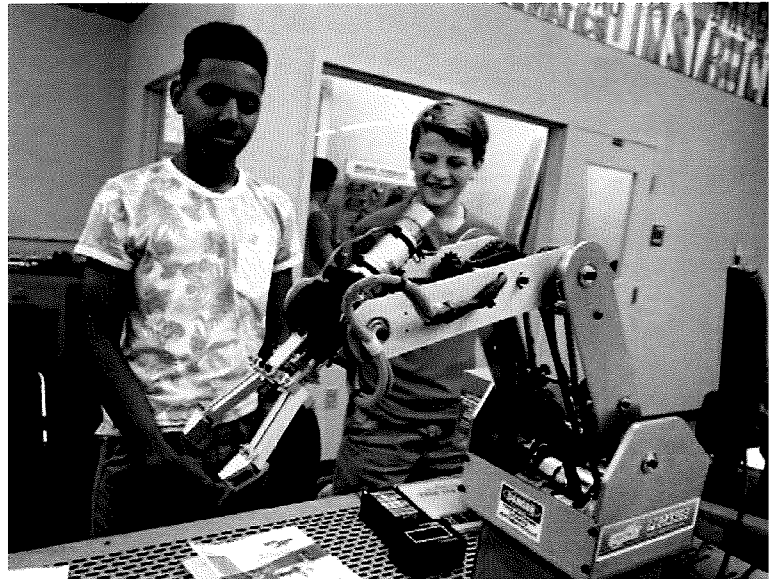
c. POINT OF CONTACT TELEPHONE NUMBER

386-947-8786 ext 50772

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Hall & Ogle contracted with Volusia County Schools to renovate an existing wood shop at the Pine Ridge High School campus in Deltona. This was to be the flagship project introducing the visionary program developed by Principal John Atkinson and State Representative David Santiago, a first-of-its-kind manufacturing program at the state of the art manufacturing and robotics lab. The project was constructed at a very busy existing facility during the school year with some major HVAC issues. It was also completed using the CM method of delivery and was completed in September of 2015 with a construction cost of \$445,000.



FIRM ROLE

a.

(1) FIRM NAME

Hall & Ogle Architects

(2) FIRM LOCATION (City and State)

Daytona Beach, FL

(3) ROLE

Architect

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 : Continuing Services Contract for Architectural Services)

Experience - Additional Project Examples



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-616
FAX (386) 257-565
AA-C000925

8.4.a

TITLE AND LOCATION (City and State)

Ormond Beach Skate Park
City of Ormond Beach, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES
2015

CONSTRUCTION (If applicable)
2015

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Ormond Beach

b. POINT OF CONTACT NAME

Robert Caroline

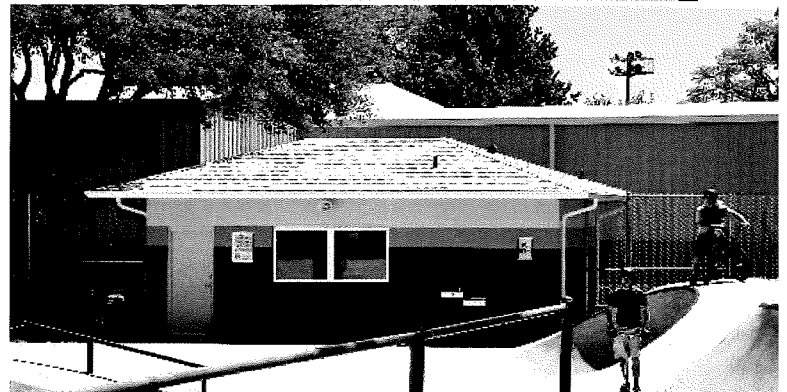
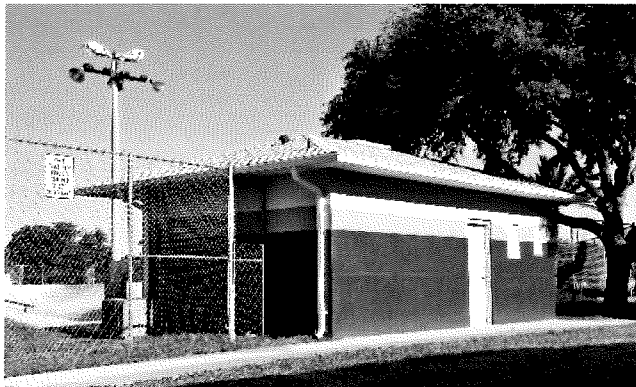
c. POINT OF CONTACT TELEPHONE

386-676-3250

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hall & Ogle Architects teamed up with AM Weigel Construction on a design-build project that expanded and remodeled a local skate park. The project included a new secure entrance and remodeled Pro Shop. The project was completed on time and on budget (\$450,000) in 2015.

**Municipal
Project**



FIRM ROLE

a. (1) FIRM NAME
Hall & Ogle Architects

(2) FIRM LOCATION (City and State)
Daytona Beach, FL

(3) ROLE
Architect

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

Experience - Additional Project Examples



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-8161
FAX (386) 257-565
AA-C000925

8.4.a

TITLE AND LOCATION (City and State)

New Central Fire Station

New Smyrna Beach, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES
2012

CONSTRUCTION (If applicable)
2014

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of New Smyrna Beach

b. POINT OF CONTACT NAME

Mr. Khalid Resheidat, PE

c. POINT OF CONTACT TEL

386-424-2209

**Municipal
Project**

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hall & Ogle designed Fire Station NO. 50 for dual occupancy by the City of New Smyrna Beach and the County Volusia. This 11,000 square foot station, completed in 2014, has eight dormitories laid out in a "split" configuration administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200' with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was \$3,000,000.

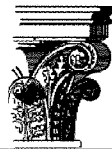


FIRM ROLE

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Hall & Ogle Architects	Daytona Beach, FL	Architect

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

Experience - Additional Project Examples



**HALL & OGLE
ARCHITECTS, INC.**

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-6163
FAX (386) 257-565
AA-C000925

8.4.a

TITLE AND LOCATION (City and State)

Sugar Mill Ruins Restroom and Site Renovations

New Smyrna Beach, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES

2015

CONSTRUCTION (If applicable)

2016

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

County of Volusia

b. POINT OF CONTACT NAME

Mr. Gary Morton

c. POINT OF CONTACT TELEPHONE

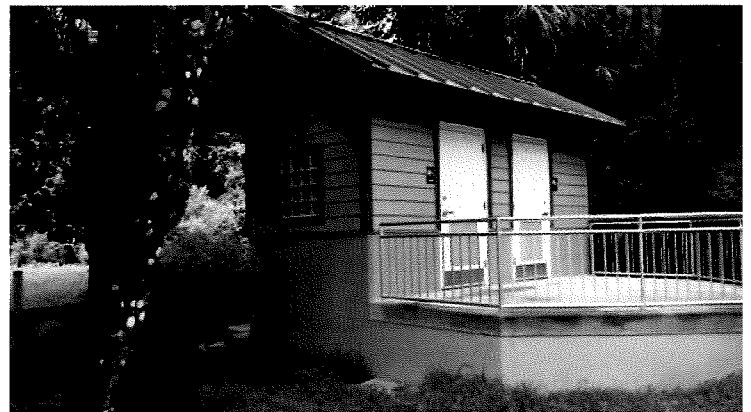
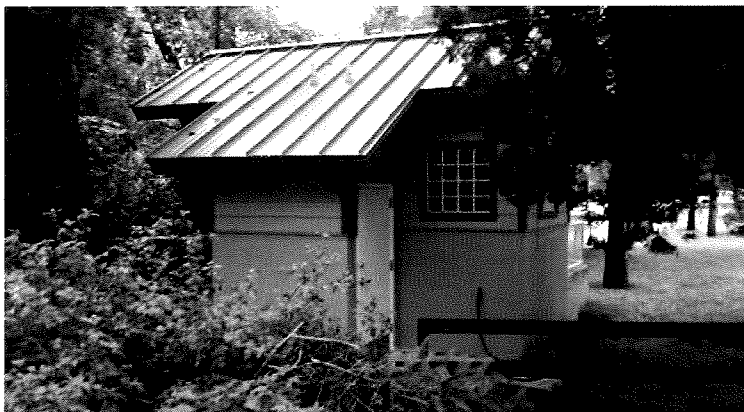
386-804-9229

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

**Municipal
Project**



The Historical site at Sugar Mill Ruins in Volusia County was in need of a new restroom and site parking upgrades. The existing restrooms were in disrepair and did not meet current accessibility codes. The parking area also was inadequate and not up to current accessibility standards. Hall and Ogle designed a replacement restroom facility that met ADA requirements while retaining a "pioneer" aesthetic to reflect the park's Historic stature. The parking was also reconfigured and updated with additional standard parking as well as handicap accessible parking. The GMP for this project was \$124,174 and was completed on time and within budget.



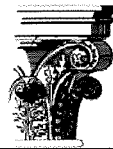
FIRM ROLE

a. (1) FIRM NAME
Hall & Ogle Architects

(2) FIRM LOCATION (City and State)
Daytona Beach, FL

(3) ROLE
Architect

Experience - Additional Project Examples



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-6163
FAX (386) 257-565
AA-C000925

8.4.a

TITLE AND LOCATION (City and State)

Holly Hill Gymnasium and Activity Center
City of Holly Hill, Florida

YEAR COMPLETED

PROFESSIONAL SERVICES
1999

CONSTRUCTION (If applicable)
2001

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Holly Hill

b. POINT OF CONTACT NAME

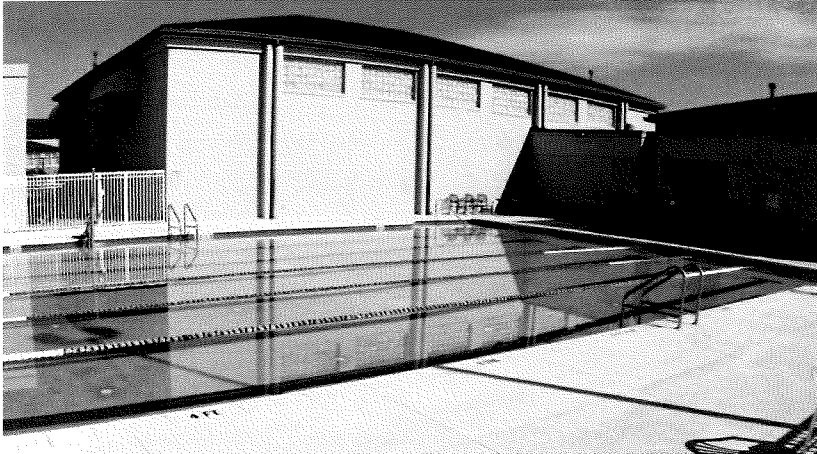
Steve Juengst

c. POINT OF CONTACT TELEPHONE

386-248-9463

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

**Municipal
Project**



Built in phases between 1999 and 2001, the Holly Hill Gymnasium / Activity Center is a 16,000 GSF facility that includes a gymnasium, multi-purpose room, support offices, wellness center, restrooms, locker rooms and a swimming pool. The swimming pool has six lanes for training. The swimming pool and deck have a total surface area of 3,353 SF. The pool includes recessed stairs. Total construction cost for the project was \$1,965,000.



FIRM ROLE

a. (1) FIRM NAME
Hall & Ogle Architects

(2) FIRM LOCATION (City and State)
Daytona Beach, FL

(3) ROLE
Architect

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

PROJECT APPROACH



**HALL & OGLE
ARCHITECTS, INC.**

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-6163
FAX (386) 257-5650
AA-C000925

Our project approach is summarized as follows:

1. Develop a clear understanding of the project scope, construction budget and schedule with the Owner at the initial phase of the project.
2. Develop design and construction documents for the project in the following traditional sequence of phases:
 - a. Schematic /preliminary design phase: Development of schematic/preliminary design concepts for the project to include alternate concepts for the Owner's review and approval. Review approved concept for adherence to Owner's Construction budget and schedule.
 - b. Design Development Phase: Development of the approved concept to include evaluation of proposed site development/improvements, alternate building structural systems, energy efficient exterior envelopes/fenestration options and energy efficient mechanical HVAC/electrical systems. Complete review of proposed construction, materials and HVAC/plumbing/electrical systems and site development costs for adherence to Owner's construction budget and schedule. Provide design development phase cost estimate and schedule for permitting, bidding and construction of project.
 - c. Construction Document Phase: Completion of complete/accurate and well coordinated construction/bidding documents and specifications. Provide updated construction document phase cost estimate for the project and confirm estimated date for receipt of required permits.
 - d. Bidding Phase: Assist the Owner in administration of the bidding of the project, to include evaluation of the apparent low bidder for adherence to the requirements of the bid documents/specifications. If required, provide revised documents for cost reduction/budget adherence. Confirm receipt of all required permits required for construction of the project.
3. Construction Administration Phase: Conduct weekly construction progress/review meetings with the Owner's representative and the Contractor at the job site during the construction phase of the project. Provide interpretations of the contract documents as required by the Owner or Contractor, and provide resolution of any construction issues that may arise during construction. Provide weekly inspections of Work in place for adherence to the contract documents/specifications. Provide weekly construction inspection reports to the Owner and Contractor.

Provide inspection and punchlists for all work in place at the completion of the projects' construction. Review all of the required close-out documents submitted by the Contractor, for the project to include: 'as-built' drawings (digital format), Owner's operation/maintenance manuals, and project warranties. Confirm completion and provide final acceptance of Work in place for Owner's use of the project.
4. Warranty Period Services: Provide inspection of project at end of General Contractor's warranty period (typically 1 year) to identify any construction, materials or systems difficulties. Provide one year warranty inspection report to Owner and Contractor. Confirm all required corrective work.
5. Post Warranty Services: During the life of the project, assist the Owner in resolution of any issues that may arise.
6. Schedule: We are ready and available to begin work on projects in this contract now.

QUALITY CONTROL

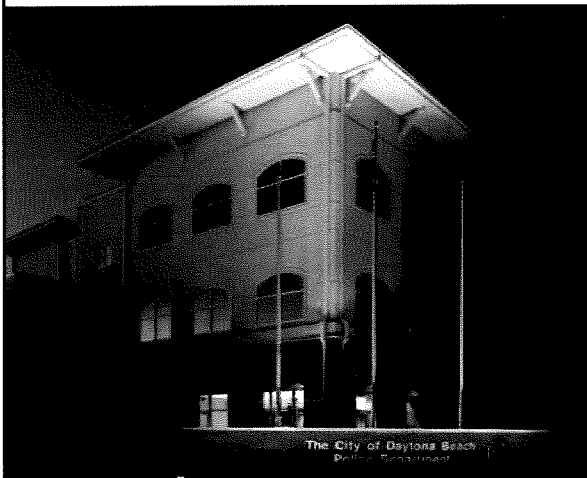
HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-616
FAX (386) 257-581
AA-C000925



Established track record of providing quality professional architectural services to the communities, educational systems, universities and colleges in Volusia County for over thirty years.



Quality Control

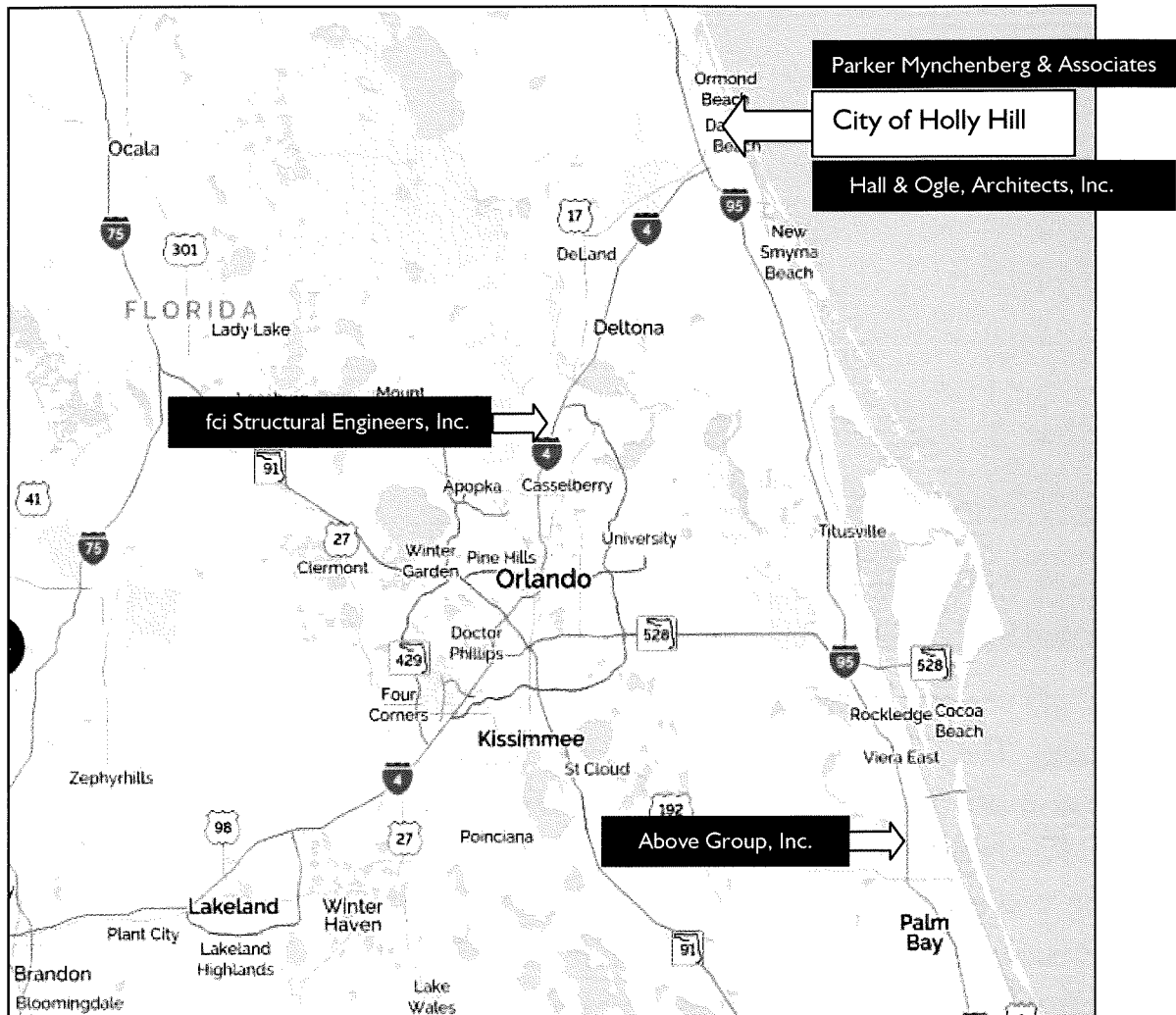
Hall & Ogle Architects takes great pride in the completeness and accuracy of our documents. We go to great lengths to ensure that our documents are as complete and accurate as we can get them. The documents are reviewed by our principals at every phase of completion, not just our documents, but those of our sub-consultants as well.

We also produce our documents in 'Phases' as illustrated in the Project Approach description in this RFQ. This provides for several document submittals to the client at phasing milestones for client review and input, maintaining clear and open lines of communication and helping to eliminate errors due to misunderstanding of project expectations.

Additionally, we require our sub-consultants to do their own coordination against our documents as well so that multiple sets of eyes are looking at the documents to ensure the best coordination and minimize the number of changes that occur during construction when it becomes more costly.



PROXIMITY MAP



Hall & Ogle's office is located less than 3 miles from The City of Holly Hill. Hall & Ogle's sub consultants for this contract are located less than 90 minutes away.



Directions From Hall & Ogle Architects:

208 Magnolia Avenue
Daytona Beach, Florida 32114
2.7 mi - about 10 minutes

Directions From Parker Mynchenberg & Associates:

1729 Ridgewood Ave.
Holly Hill, Florida 32114

Directions From FCI Structural Engineers:

680 East Start Road 434
Winter Springs, Florida 32708
48.2 mi - about 59 minutes

Directions From Above Group:

305 East Drive - Suite H
Melbourne, Florida 32904
84.4 mi - about 1 hour and 24 minutes

Hall & Ogle Architects

208 Magnolia Avenue
Daytona Beach, Florida 32114

ARCHITECT

Parker Mynchenberg & Assoc.

1729 Ridgewood Avenue
Holly Hill, Florida 32117

Civil / Landscape

FCI Structural Engineers, Inc.

680 E. State Rd. 434
Winter Springs, Florida 32708

STRUCTURAL

Above Group

305 East Drive - Suite H
Melbourne, Florida 32904

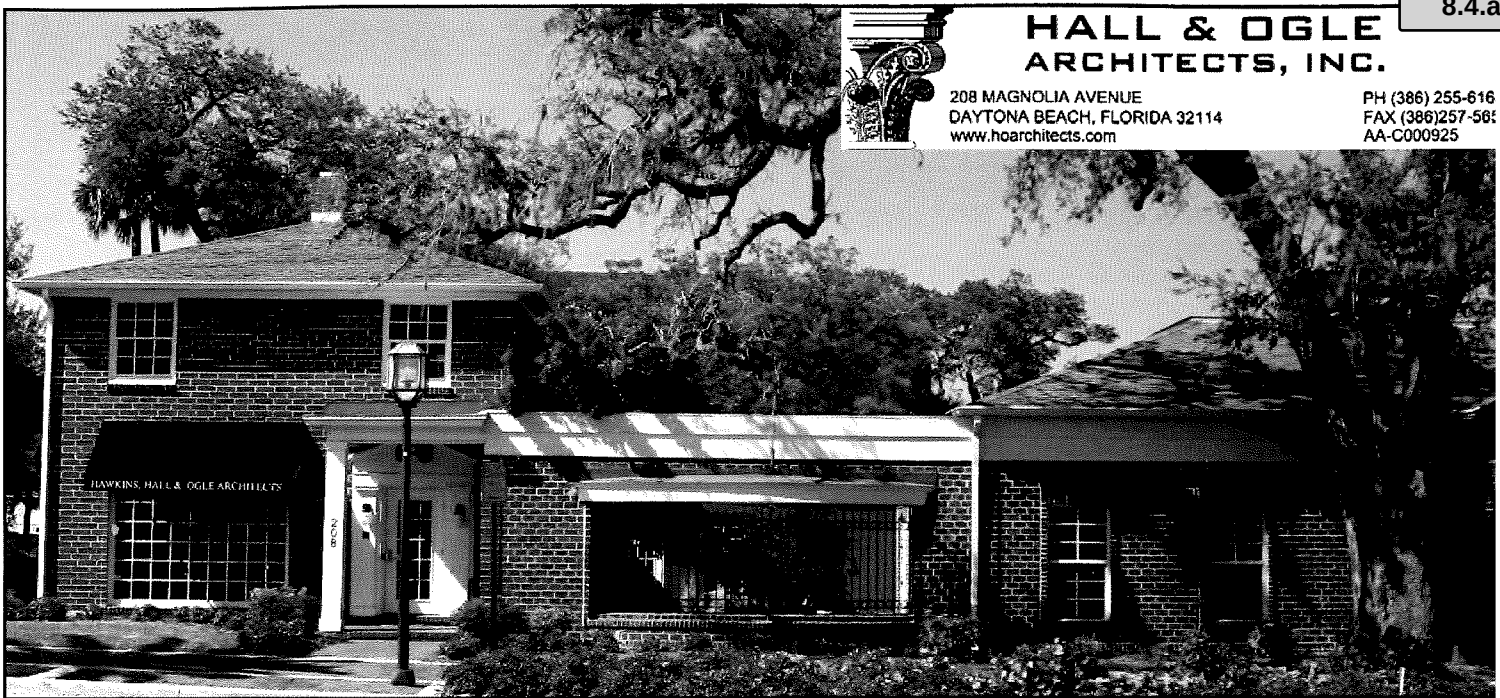
M/E/P



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-616
FAX (386) 257-561
AA-C000925



FIRM INFORMATION

Hall and Ogle and its consultants are eager and readily available to begin work on your projects now. The City of Holly Hill is an extremely important client to us and as such would receive priority service from our firm and our consultants. Our office is located less than 10 minutes from the City of Holly Hill City Hall and is accustomed to completing projects in a very timely manner thanks to our experience with projects completed under continuing service contracts with several local municipalities and organizations. Our consultants share this same experience, dedication and capability, and are able to be on-site at a moment's notice as needed.

Firm	Number of Employees	Distance from City Hall	Minutes from City Hall
Hall & Ogle Architects, Inc.	4	2.8 miles	7 minutes
Parker Mynchenberg & Associates	10	1.2 miles	2 minutes
fci Structural Engineers, Inc.	5	48.2 miles	59 minutes
Above Group, Inc	8	84.4 miles	1 hr 24 minutes



REFERENCES



HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com

PH (386) 255-6163
FAX (386) 257-5650
AA-C000925

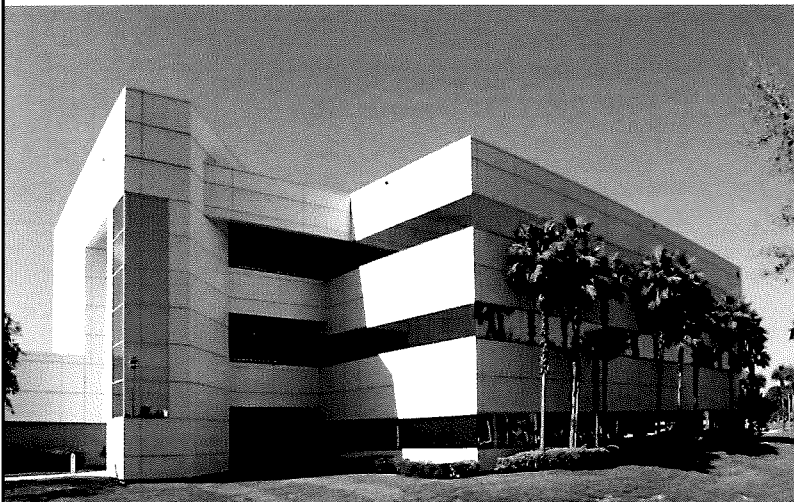
Experience References:

City of Daytona Beach
Frank VanPelt, Technical Services Division Director
Public Works Department
386-671-8635 | VanPeltFrank@CODB.us

County of Volusia
Gary Morton, Project Manager
386-804-9229 | gmorton@co.volusia.fl.us

Utilities Commission of New Smyrna Beach
Derek M. Wainscott, P.E., Director of Engineering
386-424-3019 | dwainscott@ucnsb.org

Volusia County Schools
Ms. Saralee Morrissey, FAICP Director for Planning
386-947-8786 ext 50772 | smorriss@volusia.k12.fl.us





RFQ- ARCHITECTURAL SERVICES

**Section 5 –
Qualification Submittals**

PROJECT: Architectural Services
CITY CONTRACT NO. RFQ-ARC-18-01

Name of Proposer: Hall & Ogle Architects, Inc.

Mailing Address: 208 Magnolia Ave., Daytona Beach, Fl. 32114

Street Address: 208 Magnolia Ave.

City/State/Zip: Daytona Beach, Fl. 32114

Phone Number: (386) 255-6163

FAX Number: (386) 257-5650

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing & Contracts Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Qualification as principals are those named herein; that this Qualification is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Qualification is accepted, that he/she will execute an Agreement with the CITY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 26th day of April, 2018.

Hall & Ogle Architects, Inc.
 (Name of PROPOSER)


 (Signature of person signing FORM)

David D. Ogle, Jr., RA, LEED AP BD+C
 (Printed name of person signing FORM)

Principal / Vice President
 (Title of person signing FORM)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)



RFQ- ARCHITECTURAL SERVICES

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

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

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

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

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

Name of Business _____

By: David D. Ogle, Jr.

Signature

David D. Ogle, Jr., RA, LEED AP BD+C
Vice President

Name & Title, Typed or Printed

208 Magnolia Ave.

Mailing Address

Daytona Beach, Fl. 32114

City, State, Zip Code

(386) 255-6163

Telephone Number

Sworn to and subscribed before me

This 25th day of

April 2018

Joseph Burley
Signature of Notary

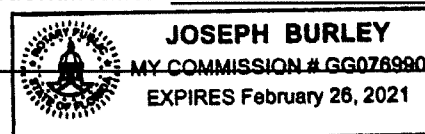
Notary Public, State of Florida

Personally Known

-OR-

Produced Identification _____

Type: _____



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)



RFQ- ARCHITECTURAL SERVICES

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) ss
 CITY OF Daytona Beach)

Before me, the undersigned authority, personally appeared David D. Ogle, Jr., RA, LEED AP BD+C, who was duly sworn, deposes, and states:

1. I am the Vice President of Hall & Ogle Architects, Inc. with a local office in Daytona Beach, Florida and principal office in Daytona Beach, Florida.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***RFQ-ARC-18-01 Architectural Services***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 25th day of April, 20 18.

Name of Affiant

David D. Ogle, Jr., RA, LEED AP BD+C

Typed

Principal / Vice President

Sworn to and subscribed before me this 25th day of April, 20 18.

Personally known X

OR Produced identification _____

Notary Public - State of FLORIDA

My commission expires _____

(Type of identification)



JOSEPH BURLEY

MY COMMISSION # GG076990
 EXPIRES February 26, 2021

Joseph Burley

(Printed typed or stamped
 commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)



RFQ- ARCHITECTURAL SERVICES

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Company Name: Hall & Ogle Architects, Inc.

Authorized representative (printed): David D. Ogle, Jr., RA, LEED AP BD+C / Vice President

Authorized representative (signature): 

Date: 4.25.18

Project Number: RFQ-ARC-18-01 Architectural Services

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION



RFQ- ARCHITECTURAL SERVICES

DRUG-FREE WORKPLACE FORM

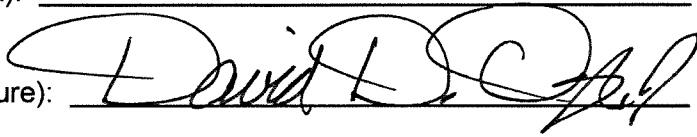
The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that Hall & Ogle Architects, Inc. does:

(Name of Business)

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

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

Authorized representative (printed): David D. Ogle, Jr., RA, LEED AP BD+C / Vice President

Authorized representative (signature): 

Date: 4/25/18

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION



RFQ- ARCHITECTURAL SERVICES

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9 Form)

W-9
Form (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) **Hall & Ogle Architects, 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) > ☐ Exempt payee
☐ Other (see instructions) >

Address (number, street, and apt. or suite no.) **208 Magnolia Avenue**
 City, state, and ZIP code **Daytona Beach, Florida 32114**

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
59-2209909

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]* Date **4.25.18**

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)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

PROFESSIONAL REGISTRATION



Hall & Ogle Architects
208 Magnolia Avenue
Daytona Beach, Florida 32114

ARCHITECT

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN**

LICENSE NUMBER

AAC000925

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019



HALL & OGLE ARCHITECTS, INC
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114



Parker Mynchenberg & Assoc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117

Civil / Landscape

State of Florida

Board of Professional Engineers

Attests that

Parker Mynchenberg & Associates Inc.



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902563 R

CA Lic. No:

3910

PROFESSIONAL REGISTRATION



FCI Structural Engineers, Inc.
680 E. State Rd. 434
Winter Springs, Florida 32708

STRUCTURAL

State of Florida

Board of Professional Engineers

Attests that

FCI Structural Engineers, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201900722 R

CA Lic. No:

3746

Above Group
305 East Drive - Suite H
Melbourne, Florida 32904

M/E/P

State of Florida

Board of Professional Engineers

Attests that

Above Group Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201900698 R

CA Lic. No:

31120

PROFESSIONAL REGISTRATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

PROFESSIONAL REGISTRATION



HALL & OGLE
ARCHITECTS, INC.

Hall & Ogle Architects
208 Magnolia Avenue
Daytona Beach, Florida 32114

ARCHITECT

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER

AR0010727

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

HALL, JOHN E
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114



Hall & Ogle Architects
208 Magnolia Avenue
Daytona Beach, Florida 32114

ARCHITECT

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER

AR93986

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

OGLE, DAVID DEWEY JR
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114



ISSUED: 12/26/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1612260001269

PROFESSIONAL REGISTRATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

PROFESSIONAL REGISTRATION



HALL & OGLE
ARCHITECTS, INC.

Parker Mynchenberg & Assoc.

1729 Ridgewood Avenue
Holly Hill, Florida 32117

Civil / Landscape

State of Florida

Board of Professional Engineers

Attests that

Parker Kimball Mynchenberg, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201918740 R

P.E. Lic. No:

32645

Parker Mynchenberg & Assoc.

1729 Ridgewood Avenue
Holly Hill, Florida 32117

Civil / Landscape

State of Florida

Board of Professional Engineers

Attests that

Steven Richard Buswell, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201919760 R

P.E. Lic. No:

53985

PROFESSIONAL REGISTRATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

PROFESSIONAL REGISTRATION



FCI Structural Engineers, Inc.
680 E. State Rd. 434
Winter Springs, Florida 32708

STRUCTURAL

State of Florida

Board of Professional Engineers

Attests that

Eddie Loyd Cox, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201906103 SI

SPECIAL INSPECTOR

P.E. / SI Lic. No:

27499 0056

Above Group

305 East Drive - Suite H
Melbourne, Florida 32904

M/E/P

State of Florida

Board of Professional Engineers

Attests that

Nicholas Oskar Kugler, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201905883 R

P.E. Lic. No:

78501

PROFESSIONAL REGISTRATION



HALL & OGLE
ARCHITECTS, INC.

Above Group

305 East Drive - Suite H
Melbourne, Florida 32904

M/E/P

State of Florida

Board of Professional Engineers

Attests that

Luis A. Rosario , P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201925249 R

P.E. Lic. No:

65457

Above Group

305 East Drive - Suite H
Melbourne, Florida 32904

M/E/P

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Christopher H Van Meter

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 191034R
Registration Start Date: 2/8/2016
Registration End Date: 12/31/2019



Bicsi
RCDD
Since
2/8/2016

Tony Wherry
Chair, Registrations & Credentials Supervision Committee

Irishia Mendez
Director of Credentialing

PROFESSIONAL REGISTRATION

Attachment: Exhibit A - Hall & Ogle RFQ Submittal 2018 (2051 : Continuing Services Contract for Architectural Services)

Consultant Selection Criteria Architectural Services

RFQ-ARC-18-01

Scale: 0=Lowest value and Top number in each
criteria is Highest value Firms Listed in
Alphabetical Order

		JENNIFER WEBB	HALL + OGLE	OT DESIGN	ARCHITECTURE STUDIO	
Staff Qualifications & Firm Background	0-25	20	23	22	21	
Experience with Similar Projects	0-25	16	22	20	18	
Project Approach	0-25	16	23	20	19	
Schedule & Availability	0-10	8	10	10	8	
Total	0-85	60	78	72	66	
Final Rank		4	1	2	3	

Antoine Khoury

Staff Qualifications & Firm Background	0-25	10	18	15	12	
Experience with Similar Projects	0-25	15	22	20	15	
Project Approach	0-25	15	20	18	15	
Schedule & Availability	0-10	10	10	10	10	
Total	0-85	50	70	63	52	
Rank		4	1	2	3	

Jonathan McKinney

Staff Qualifications & Firm Background	0-25	25	25	25	25	
Experience with Similar Projects	0-25	20	25	25	25	
Project Approach	0-25	20	25	20	23	
Schedule & Availability	0-10	10	10	10	10	
Total	0-85	75	85	80	83	
Rank		4	1	3	2	

Larry Hites

Staff Qualifications & Firm Background	0-25	25	25	25	25	
Experience with Similar Projects	0-25	15	22	20	18	
Project Approach	0-25	10	22	20	15	
Schedule & Availability	0-10	5	10	10	5	
Total	0-85	55	79	75	63	
Rank		4	1	2	3	

Steven Juengst

Staff Qualifications & Firm Background	0-25	20	25	22	23	
Experience with Similar Projects	0-25	13	19	13	13	
Project Approach	0-25	20	23	21	21	
Schedule & Availability	0-10	6	8	10	5	
Total	0-85	59	75	66	62	
Rank		4	1	2	3	

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Preparation of preliminary studies and reports, feasibility studies, and evaluation of existing facilities as necessary.
- Preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.

- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews; preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.
- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% (or a combination of) and final plans for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates

for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.

- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and preparing record drawings at the completion for construction.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident representatives shall provide extensive inspection services at the project site during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and as built drawings drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
 - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc.) and in the Adobe .PDF format, unless otherwise specified.
 - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in ArcGIS map .mxd file and file geodatabase version 10.6. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statutes, Chapter 177.151
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the property of the City.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.



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

**City Commission
Resolution**

MEETING DATE: June 26, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-40 A Resolution of the City Commission of the City of Holly Hill, Florida; Authorizing the City Manager to Enter into an Agreement with AT&T; and Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 2075)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill and AT&T are in agreement that Special Construction Work for the project, "US1 Conversion of Overhead Facilities to Underground" is to be performed within the work area of Ridgewood Avenue, from just north of Mason Avenue to north of Walker Street. The City agrees to make advance payment of 100% of the estimated cost totaling \$386,408.59 of which the City previously paid \$23,450.00 leaving an amount of \$362,958.59 due and payable.

The City affirms that the Estimated Special Construction Work Charges is an estimate and the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials.

Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the City to AT&T within 30 days of receipt of an invoice or refunded to the City by AT&T.

FISCAL ANALYSIS:

The City of Holly Hill will compensate AT&T approximately \$362,958 for moving the AT&T aerial cables to underground conduits along US 1 from just north of Mason Avenue to Walker Street. The actual cost may vary depending on AT&T actual costs. Source of the funding is the CRA account number is 130-5510-552-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with AT&T and to make advance

payment of 100% of the estimated cost less the previously paid amount leaving an amount of \$362,958.59 due for the Special Construction Work.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2018-R-40, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AT&T TO MAKE ADVANCE PAYMENT FOR THE SPECIAL CONSTRUCTION WORK.

ATTACHMENTS:

- Conversion of Overhead Facilities to Underground Special Construction Agreement (PDF)

Resolution No. (ID # 2075)**RESOLUTION 2018-R-40 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AT&T; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-40**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AT&T; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and AT&T are in agreement that Special Construction Work for the project, "US1 Conversion of Overhead to Underground" is to be performed within the work area of Ridgewood Avenue, from just north of Mason Avenue to north of Walker Street; and

WHEREAS, the City agrees to make advance payment of \$362,958.59; and

WHEREAS, the City affirms that the Estimated Special Construction Work Charges is an estimate and the actual costs incurred by AT&T may be higher due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials; and

WHEREAS, the City agrees that upon completion of the work, AT&T will compute the actual cost of work and that any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the City to AT&T within 30 days of receipt of an invoice or refunded to the City by AT&T.

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

SECTION 1. The City of Holly Hill and AT&T are in agreement that Special Construction Work for the Project, "US1 Conversion of Overhead to Underground" is to be performed within the work area of Ridgewood Avenue, from just north of Mason Avenue to north of Walker Street.

SECTION 2. The City agrees to make advance payment of \$362,958.59.

SECTION 3. The City affirms that the Estimated Special Construction Work

Charges is an estimate and the actual costs incurred by AT&T may be higher due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials.

SECTION 4. The City agrees that upon completions of the work, AT&T will compute the actual cost of work and that any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the City to AT&T within 30 days of receipt of an invoice or refunded to the City by AT&T.

SECTION 5. 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 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JUNE, 2018.

06/19/2018

**SPECIAL CONSTRUCTION AGREEMENT
For Conversion of Overhead Facilities to Underground**

Project #: 83E23705B

Customer Name: **City of Holly Hill**

Authority: **A0095R7**

Customer Telephone Number:
(386) 248-9463

AT&T Contact: **Nathan Stephenson**

Work Site Address: **RIDGEWOOD AVE,
FROM JUST NORTH OF MASON AV
TO WALKER ST**

Telephone: **386-281-6962**

This Agreement (" Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast ("AT&T") and City of Holly Hill ("Customer" or "City"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Special Construction Work & Consideration.** This Agreement is for the Special Construction Work described on ***Exhibit 1***, attached hereto and incorporated herein by this reference ("Special Construction Work"). Exhibit 1 includes conditions precedent to AT&T commencing the Special Construction Work ("Conditions Precedent"). As consideration for the Special Construction Work, Customer agrees to pay AT&T for the work on an "actual cost" basis. The Customer affirms that the Estimated Special Construction Work Charges below is an estimate and that the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials. Customer agrees to make advance payment of 100% of the estimated cost totalling **\$386,408.59** ("Estimated Special Construction Work Charges"), **\$23,450.00** of which Customer has previously paid to AT&T, such that **\$362,958.59** is due and payable. Customer will pay such amount to AT&T within 30 days following full execution of this Agreement. Payment of such amount in full is required before the Special Construction Work will begin. Payment shall be made by mail to AT&T's offices at **AT&T CWO Coordinator, 1876 Data Drive, 5th Floor North, Attention: Susan Rinehart, Hoover, AL 35244**, or to such other address as AT&T may designate in writing. Upon completion of the work, AT&T will compute the actual cost of the work ("Special Construction Work Charges"). Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the Customer to AT&T within 30 days of Customer's receipt of an invoice therefor (in the event actual exceeds estimated) or refunded to the Customer by AT&T (in the event actual is less than estimated).

2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid for 90 days from June 19, 2018. If this Agreement is not fully executed within the said period, then AT&T may require the Customer to request a new cost estimate, and the Estimated Special Construction Work Charges amount may change.
3. **Changes in Scope of Work or Field Conditions.** If the Customer initiates changes in the scope of the work after the date of this Agreement or there exists a condition in the field or other relevant circumstance discovered after the date of this Agreement that is different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, AT&T may require the Customer to request a new cost estimate, the Estimated Special Construction Work Charges amount may change, and the parties will cooperate to sign an amendment to this Agreement incorporating any relevant changes to the Estimated Special Construction Work Charges or scope of work.
4. **Breach; Termination.** If either party breaches any material provision in this Agreement, then the other party may terminate this Agreement by written notice to the breaching party; provided that, prior to any such notice of termination, the other party provides written notice of the breach to the breaching party, and the breaching party fails to cure the breach within 30 calendar days from receipt of the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within 30 calendar days and if the breaching party continues expeditiously to cure.
5. **Early Termination.** In event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to AT&T, AT&T shall have the right to retain any Estimated Special Construction Work Charges previously paid by the City that compensate AT&T for Special Construction Work performed up to the date of termination, and AT&T may complete any segment of the Special Construction Work then in progress. Following such termination, AT&T shall return to the City any such portion of such prior payment that is in excess of such amounts that compensate for Special Construction Work performed up to the date of termination and/or which was in progress prior to the date of termination. If actual costs incurred by AT&T for Special Construction Work performed up to the date of termination exceed the prior payments, the City shall be responsible to pay any such excess amount within 30 days following receipt of an invoice from AT&T.
6. **Force Majeure; Time to Complete.** Any information provided by AT&T, its agents servants or employees that the project will be complete by a certain date or within certain time period is an estimate and not binding on AT&T, its agents, servants or employees. Estimated completion dates and the Special Construction Work are subject to circumstances, including without limitation, changing conditions in the field, and force majeure conditions, including, without limitation, weather, labor disputes, vendor/contractor disputes, and other conditions or circumstances outside of AT&T's control.

7. **Damages; No Damages for Delay.** In the event of termination of this Agreement for any reason set forth herein in advance of completion of Special Construction Work, the City shall have no claim or remedy against AT&T, except a claim to collect any excess payment amount, as set forth in Section 5. In the event of any claims arising from this Agreement, neither party shall be liable for any consequential, incidental, or indirect damages. Under no circumstances will AT&T be held liable to Customer, Customer's agents, servants, contractors or employees for any alleged delay in the Special Construction Work.

8. Severability. Any provision of this Agreement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

11. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

14. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

15. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to Florida conflict of law principles.

16. Attorneys' fees. If either party seeks to enforce its rights under this Agreement through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

17. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

18. Indemnification and Hold Harmless. Subject to applicable law and without waiver by the Customer of any relevant sovereign immunity rights under Florida law, Customer, Customer's agents, servants, contractors and employees hereby agree to indemnify and hold harmless AT&T and its employees, agents and contractors from and against any and all claims, costs, and expenses, judgments or actions for damage to property or injury or death to persons and/or arising from or relating to the work that is the subject of this Agreement, if and to the extent any such claims are caused by the acts or omissions of the Customer, Customer's agents, servants or employees.

1. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

City of Holly Hill, Florida

**BellSouth Telecommunications, LLC
d/b/a AT&T Southeast**

By: _____
Printed Name

By: Nathan Stephenson
Printed Name

By: _____
Authorized Signature

By: Nathan Stephenson
Authorized Signature

Title: _____

Title: Mgr OSP Plan & Engineering Design

Date: _____

Date: 6-19-2018

EXHIBIT 1

The Special Construction Work that is the subject of the Agreement to which this Exhibit 1 is attached is as follows:

The work area is the area within the City of Holly Hill, as shown on Attachment A (“Work Area”). The Special Construction Work is the following work within the Work Area: **RIDGEWOOD AVE, FROM JUST NORTH OF MASON AV TO NORTH OF WALKER ST** Installation by AT&T of underground cable and related aboveground equipment (collectively, the converted system) to replace AT&T aerial facilities, including cables, terminals, service wires, poles, anchors and guys, in the Work Area; cutover of existing communications service on such aerial facilities to converted system; and removal of the aerial facilities and any AT&T-owned poles following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, owned by parties other than AT&T.

In addition to any conditions precedent to AT&T commencing the Special Construction Work identified in the Agreement to which this Exhibit 1 is attached, the following shall be Conditions Precedent to AT&T commencing the work and shall be obligations of the City:

- A. **Conduit.** At no cost to AT&T, the City shall (1) install the 4” and 2” conduit (the material for which shall be provided by the City) as shown on “AT&T_Proposed Conduit_HollyHill” plans prepared by SMW and provided to Holly Hill on 2/3/16 and also included in Attachment A of this contract. (“Conduit Plans”) (2) Install the Service Conduit identified in C below, and (3) Transfer ownership to AT&T of the conduit referenced in (1) above (collectively, “AT&T Conduit System”), as described below. Upon completion of construction of the AT&T Conduit System, the City shall: rod all conduits, place mule tape (provided by AT&T), and verify conduit lengths and therefore notify AT&T. AT&T shall within 14 days from date of said notice inspect the AT&T Conduit System and shall notify the City in writing of any observed deficiencies. Upon correction by the City or its contractor(s) of all noticed deficiencies, the City shall notify the AT&T, and the AT&T shall be afforded an opportunity to re-inspect and notify the City of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the City shall transfer ownership of the AT&T Conduit System free of any liens or encumbrances, and AT&T shall thereafter own and have sole use of the AT&T Conduit System. In the event that any deficiencies are later discovered in the AT&T Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the City shall be the responsible party at the City’s cost to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly following notice from AT&T. Such warranty period will extend for one (1) year

from the date of transfer of ownership of the AT&T Conduit System. Transfer of ownership to AT&T shall be memorialized by the City's delivery to AT&T of a Bill of Sale in the form attached as Attachment B.

- B. **Handholes.** AT&T will provide 30x48 handhole Tier 22 (Heavy Duty Up to Class 8 Non Deliberate Vehicular Traffic) for locations in AT&T plans (Attachment A) that require City to place handhole. The City is responsible for acquiring handholes only from AT&T construction yard located at 910 N US Hwy 1, Ormond Beach and installation of these handholes are required to be per specs located in Attachment C and D. The City must give AT&T 2 week notice to designated construction foreman to insure number of handholes are ordered. Pick up of handholes must be within a 2-4 week period of notifying designated construction foreman so AT&T avoids any additional costs.
- C. **Permits.** At no cost to AT&T, the City shall grant to AT&T any necessary permits for the installation by AT&T in City right-of-way of the following: any portions of the AT&T Conduit System within such right-of-way as well as AT&T pedestal terminals and cabinets to be installed at necessary locations within such right-of-way as mutually agreed to by the City and AT&T, it being understood that such agreement from the City to such equipment locations is a condition precedent to the Special Construction Work. Any equipment locations on the Conduit Plans are deemed mutually agreed upon by the parties. If the City does not grant separate permits, this Agreement shall constitute City authorization for installation and maintenance of the converted system in the City right-of-way. Receipt of any necessary permits from the City or any other relevant permitting agencies is a condition precedent to the Special Construction Work.
- D. **Service Drops.** At no cost to AT&T, the City shall have caused the property owners of each and all properties within the Work Area (each, a "Residence") to do the following (or the City shall do the following): At minimum, install one - 2" conduit from each AT&T network interface device ("NID") on each Residence to the relevant splice box for the relevant Residence. The City shall cause each property owner of a Residence to grant to AT&T the exclusive right to use the above conduit on the Residence property for installation of an AT&T service drop. The City shall notify property owners of this information and the City shall cause the property owners to do so pending receipt and completion of any such re-arrangement orders, AT&T will be unable to complete any portion of the Special Construction Work affected thereby.

D. Further Conduit Specifications. In instances where a joint trench will be dug for the installation of AT&T's facilities and the power company's facilities, the power company's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of 36" below final grade, except with services that can be as shallow as 12". For all conduit referenced in this Exhibit 1 placed for AT&T's use, there shall be at least a 12" vertical separation with well tamped soil backfill between AT&T's facilities and primary or secondary power facilities. All conduits must be equipped with a pull string, and capped at ends.

- E. Other.** Removal of other companies' aerial attachments on jointly used poles is necessary prior to AT&T's removal of its aerial facilities. The City will notify residents of this project (including of the need to place a re-arrangement order with AT&T if and where applicable, as described in C above) and shall notify AT&T and residents of the name and contact information for a representative to receive questions or complaints from City residents about the City's project that is the subject of this Agreement. AT&T may refer such questions or complaints to the City's representative. In the event other conditions arise that are reasonably necessary as conditions to the Special Construction Work, AT&T will inform the City, and the City will address the conditions.
- F. Timing, Conditions Precedent.** Following 1 year after execution of this Agreement, in the event Conditions Precedent have not been satisfied, AT&T may terminate this Agreement by notice to the City anytime thereafter, until the Conditions Precedent have been satisfied (and Section 5 of the Agreement to which this Exhibit 1 is attached shall apply in the event of such early termination). When the City believes the Conditions Precedent have been satisfied, the City will notify AT&T in writing, and AT&T shall determine thereafter whether the Conditions Precedent have, in fact, been satisfied. If AT&T does not believe that they have been satisfied, AT&T will notify the City.

Attachment B
Bill of Sale

FOR GOOD AND VALUABLE CONSIDERATION the City of Holly Hill, Florida does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Florida all right, title and interest in and to the AT&T Conduit System, as described in that certain Agreement between said parties dated _____, 201__.

TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this _____ day of _____, _____.

CITY OF HOLLY HILL, FLORIDA

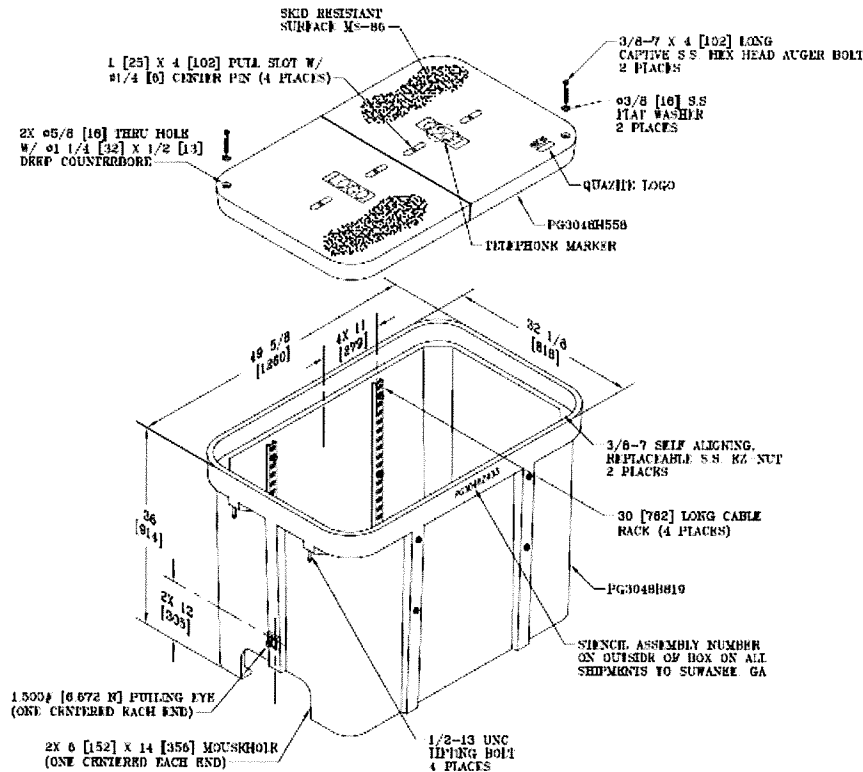
BY: _____

NAME/TITLE: _____

Attachment C

Handhole Description and Installation

The following shows the individual components of a 30x48 handhole that is Tier 22 rated with mouseholes which would be placed in a sidewalk application. NOTE: Handhole may be order with mouseholes or terminators.



5. Hand-hole Application

In operations which require the placement of a hand-hole, once the excavation has been completed, tamped and leveled, a bed of approximately **three (3) inches to five (5) inches** of Gravel/Crushed Rock should be placed in the bottom of the excavation (According to Manufacturers Recommendations). This bed of gravel should extend past the walls of the hand-hole so that the entire hand-hole structure is level and supported by the gravel base, preventing any shifting of the hand-hole after it is permanently installed. Once the hand-hole has been placed and secured, an additional 1-3 inches of gravel should be placed inside hand-hole, to provide additional drainage and to help keep splice closures above any water that may collect inside the bottom of the hand-hole structure. The height of the gravel inside the handhole should be sufficient to allow enough room for cable placement and associated splicing. The total height of the gravel inside the hand-hole from the bottom of the excavation should not exceed 6 inches.

NOTE:

IN HAND-HOLE APPLICATIONS, AT&T DOES NOT ALLOW THE USE OF "RIVER ROCK", "ROUND STONE" OR "PEA GRAVEL", DUE TO THE FACT THAT THESE TYPE OF AGGREGATES PREVENT THE DESIRED COMPACTION AND EQUIVALENT RESISTANCE TO ACHIEVE THE SPECIFIC LATERAL LOADING THESE PRODUCTS REQUIRE.

Attachment C
Handhole Description and Installation
(continued)

THE USE OF A LARGER SIZE STONE, NUMBER 57 STONE IS RECOMMENDED IN HAND-HOLE APPLICATIONS. 57 STONE IS A COURSER, NATURALLY OCCURRING HARD CRUSHED ROCK AGGREGATE (e.g. GRANITE or LIMESTONE) WHOSE AVERAGE SIZE IS FROM 1/2 INCH TO 1-1/2 INCHES , PER ASTM).

(See Handhole Installation Procedure – Attachment D)

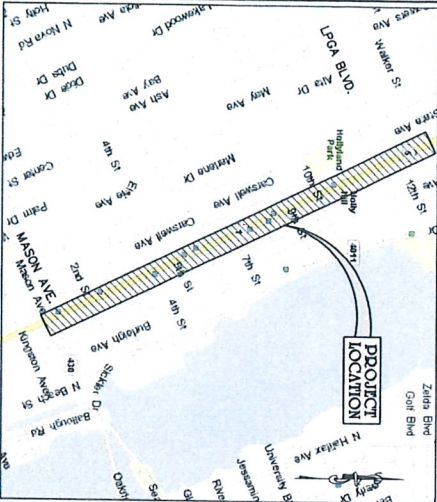
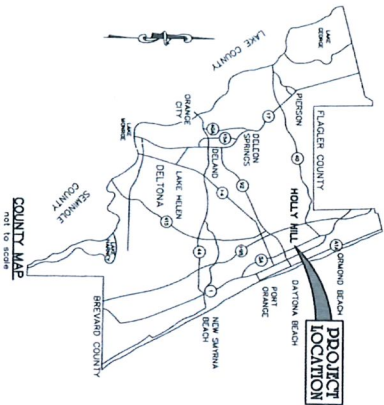
Applewood & A

Worbs Ave



PERMIT DRAWINGS FOR AT&T

CITY of
HOLLY HILL, FLORIDA



US1 UTILITY
UNDERGROUNDING

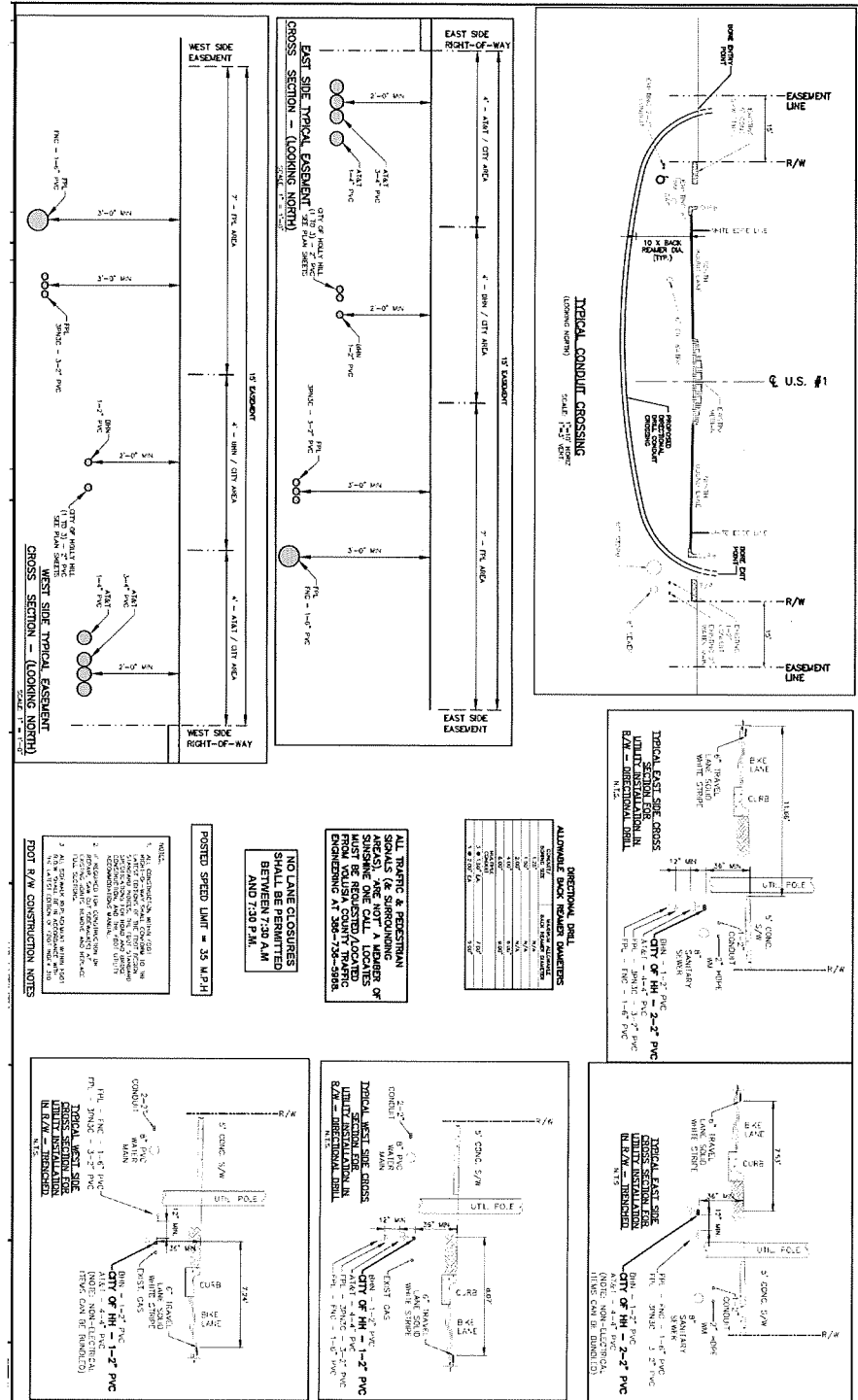
(MASON AVE. TO WALKER ST.)

(SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST)
(SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST)

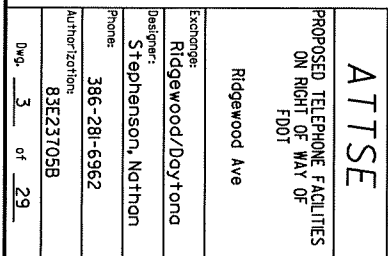
NOTE: VOLUSIA COUNTY TRAFFIC ENGINEERING
IS NOT PART OF SUNSHINE ONE CALL. PLEASE
CALL (386)295-6017 FOR TRAFFIC SIGNAL LOCATES.

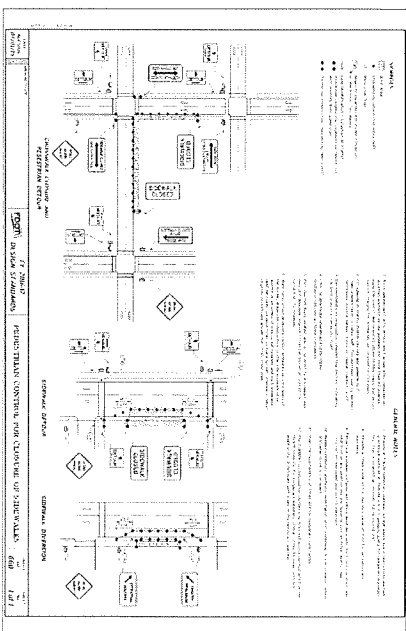
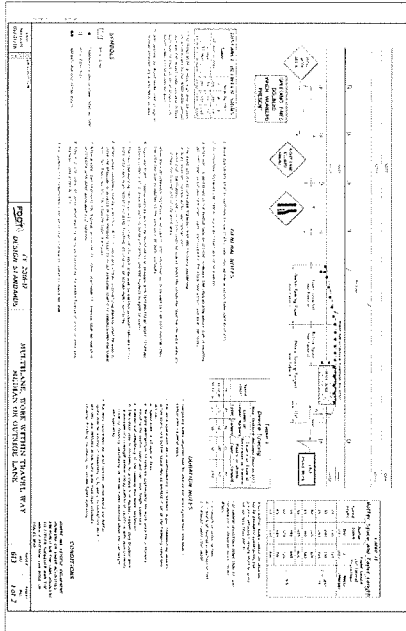
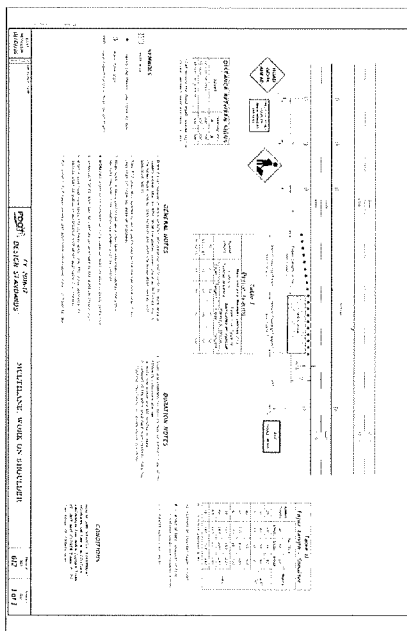
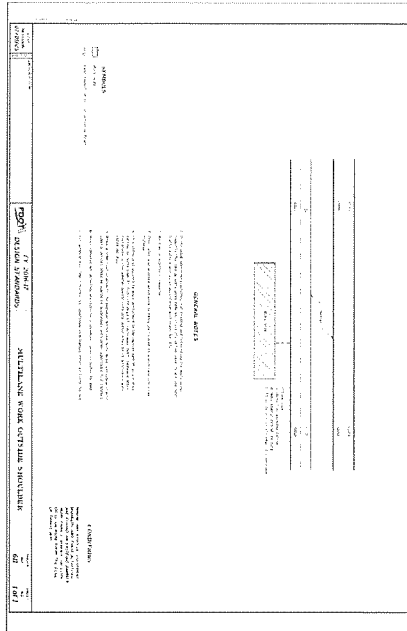
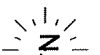
ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
CONSTRUCTION AND THE USER MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.

ATTSE
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT
Ridgewood Ave
Exchange: Ridgewood/Doytong
Designer: Stephenson, Nathan
Phone: 386-281-6962
Authorization: 83E23705B
Dwg. 1 of 29

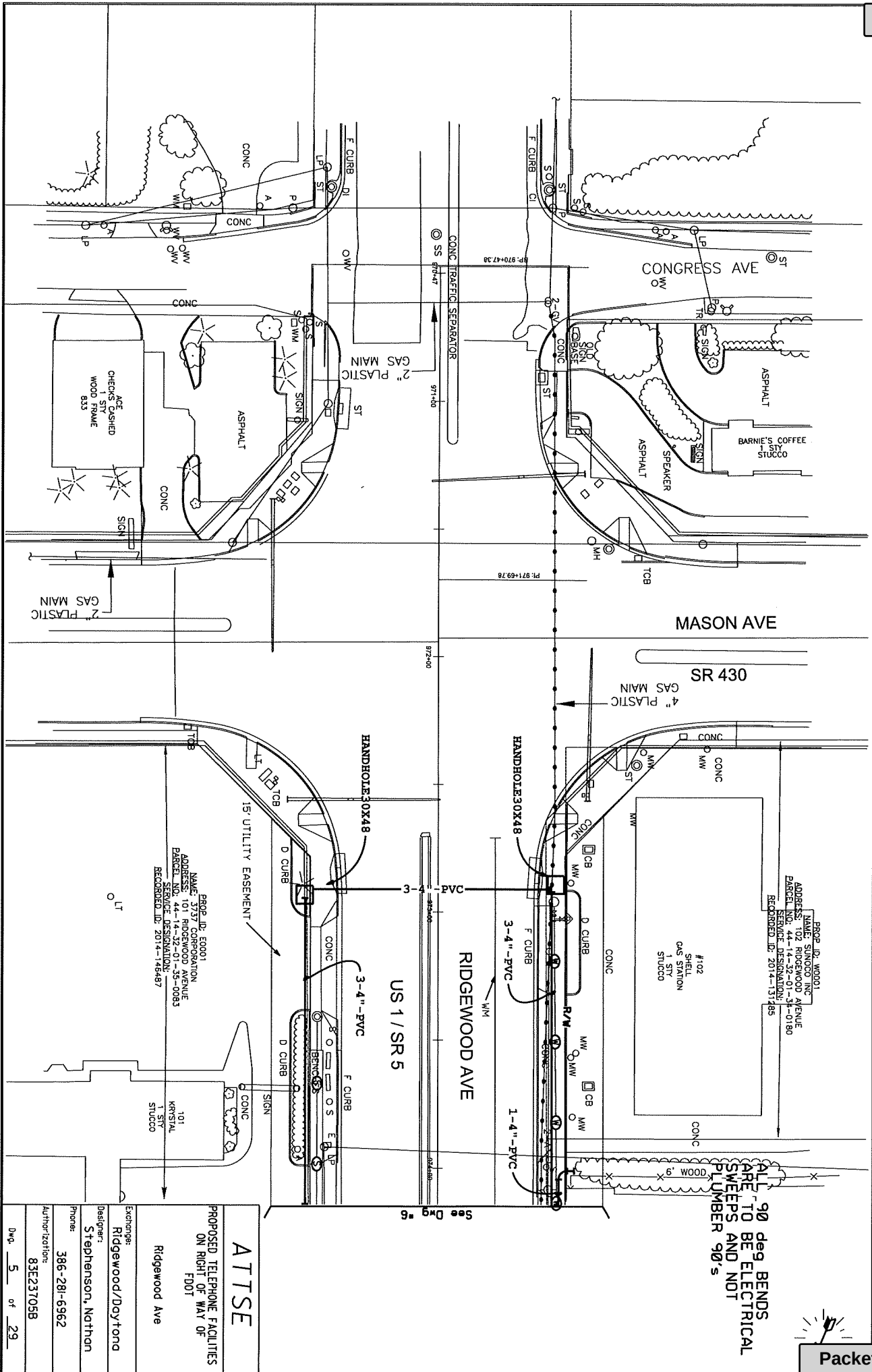


ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT-OF-WAY OF FD01	
Ridgewood Ave	
Exchange:	Ridgewood/Doytong
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. 2 of 29	





ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Ridgewood Ave	
Exchanger:	Ridgewood/Doytong
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. 4 of 29	













ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
FDOT

Ridgewood Ave

Exchanges:
Ridgewood/Doytona

Designer:
Stephenson, Nathan

Phone:
386-281-6962

Authorization:
83C23705B

Dwg. II of 29

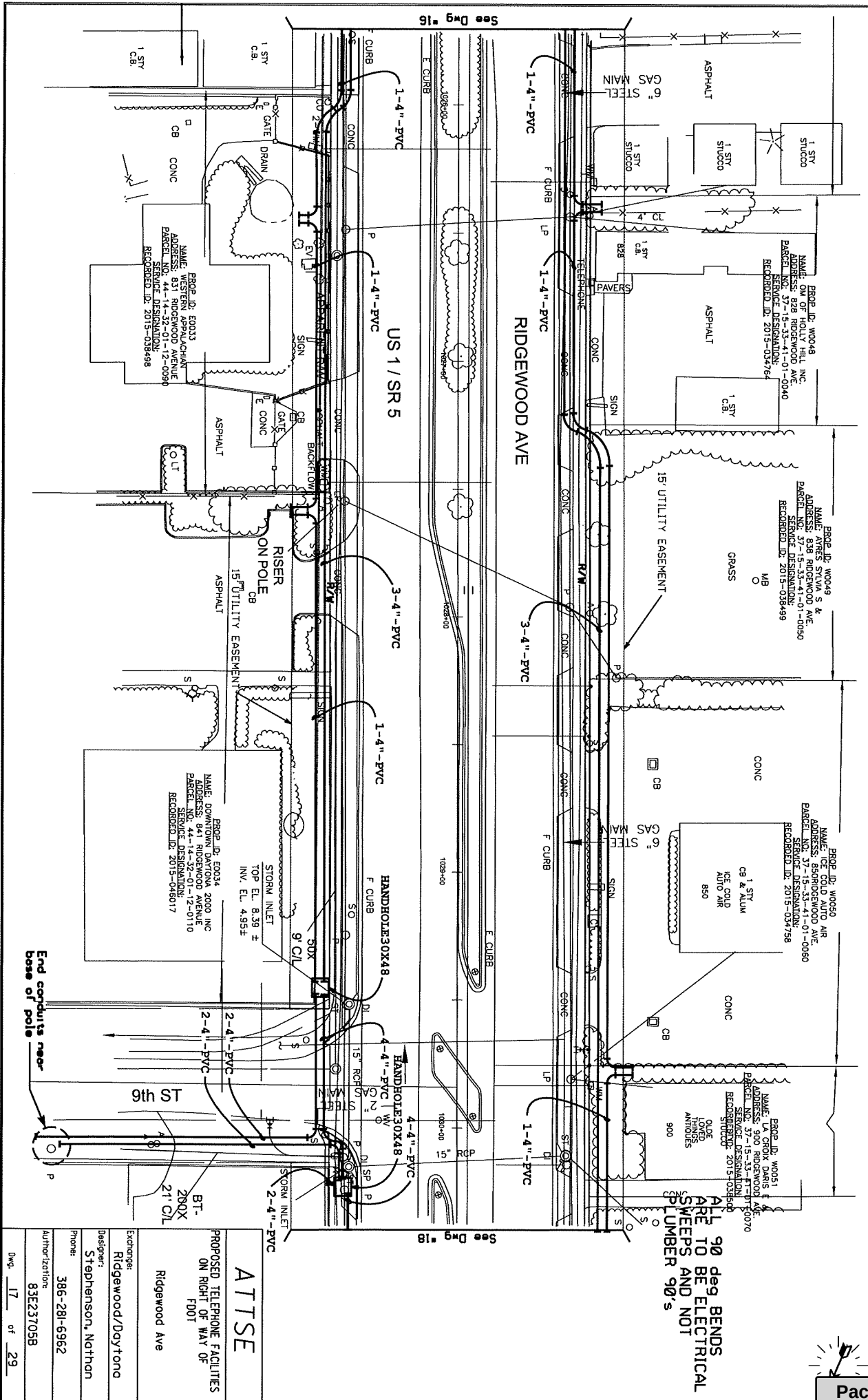




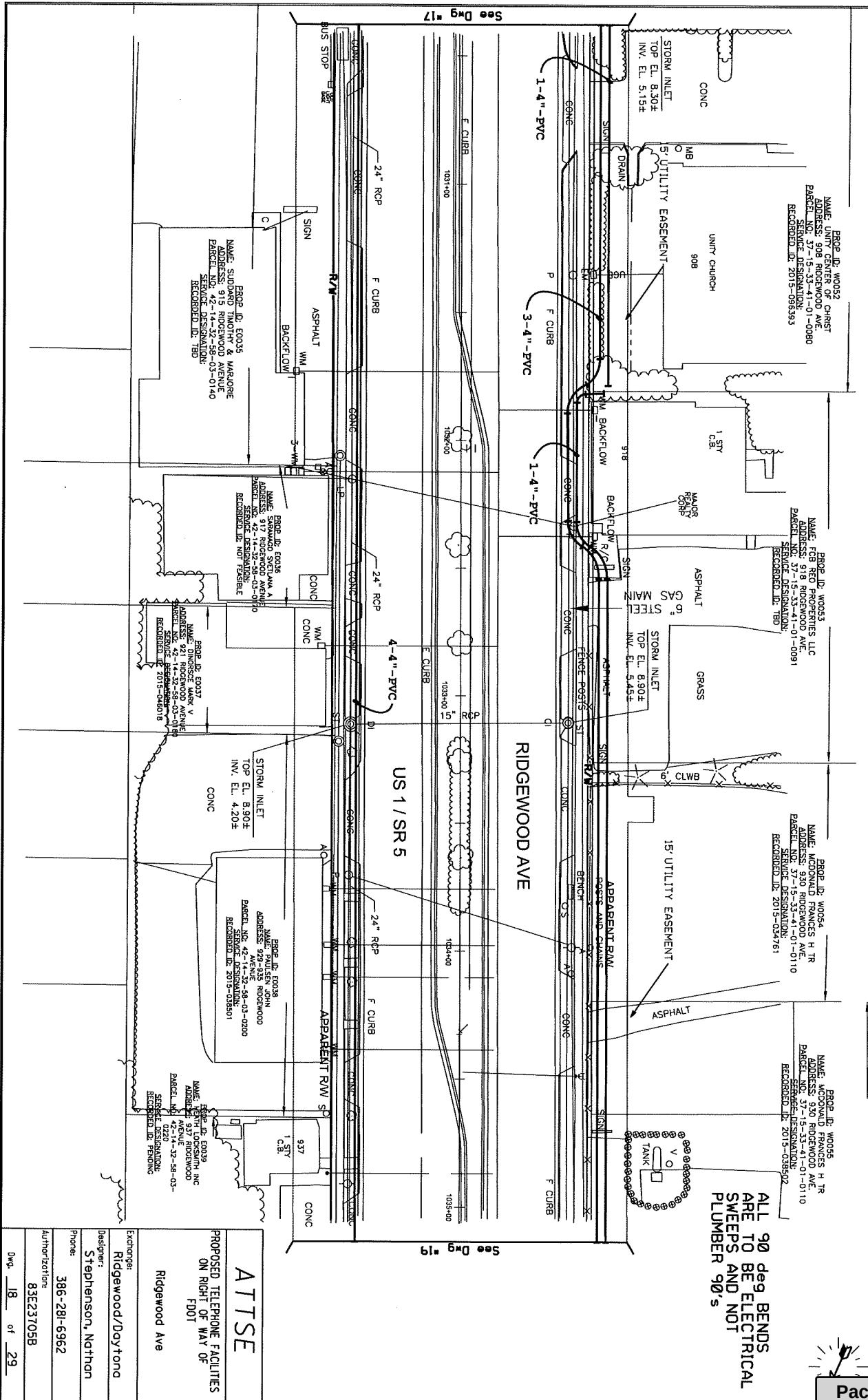


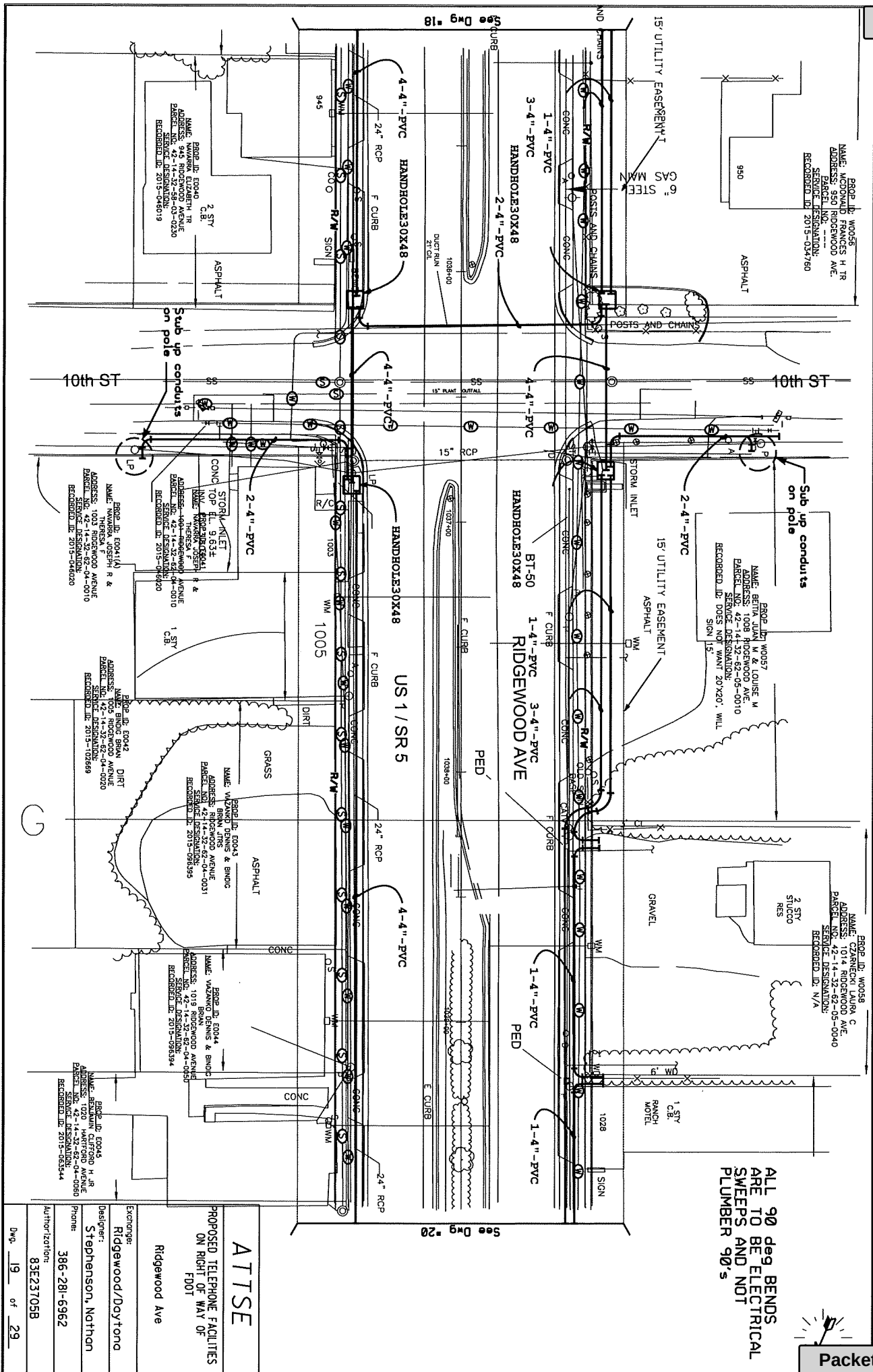






ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Exchange:	Ridgewood/Daytona
Designer:	Stephenson, Nathan
Phone:	386-281-6562
Authorizations:	83E23705B
Dwg. 17 of 29	

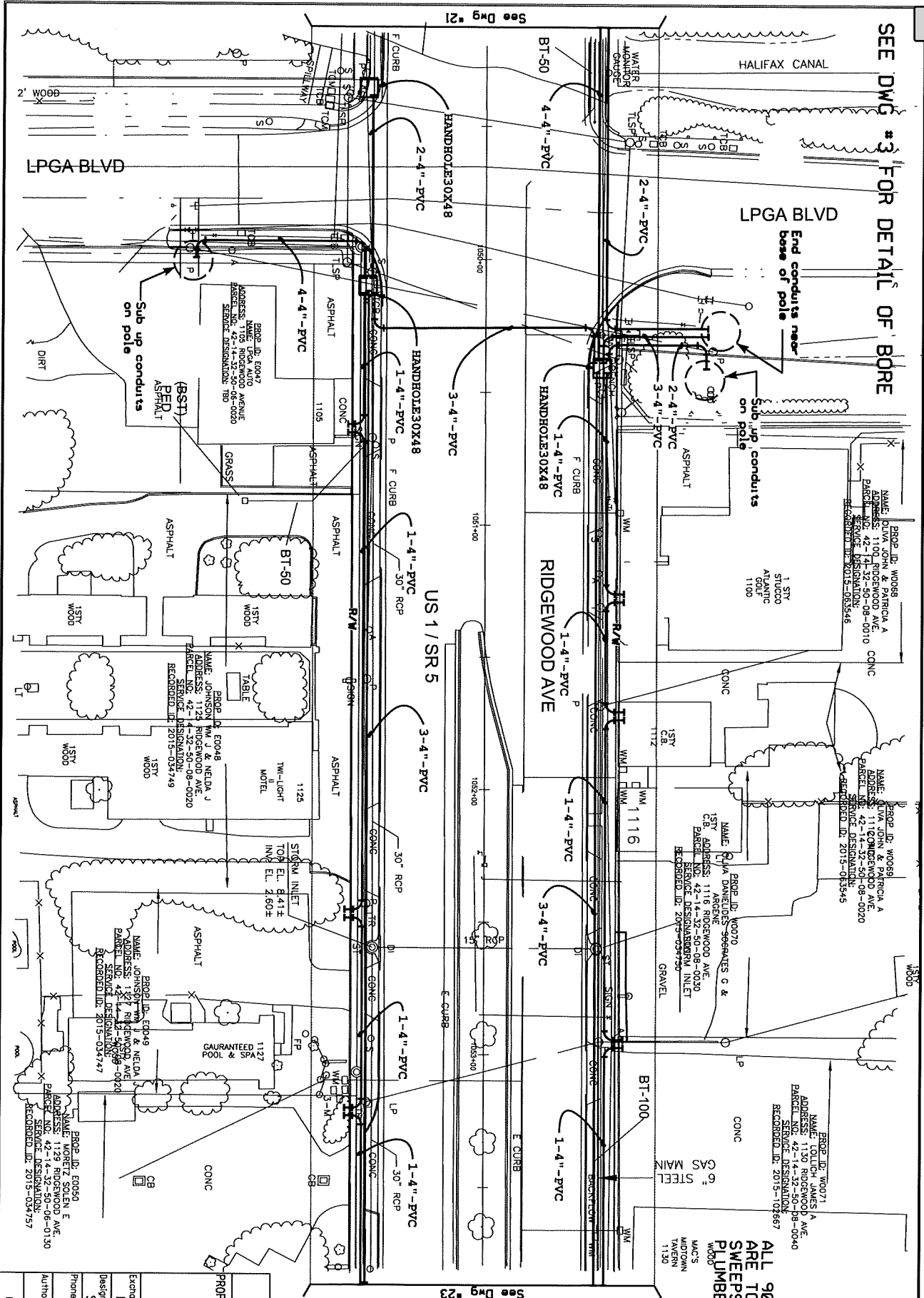






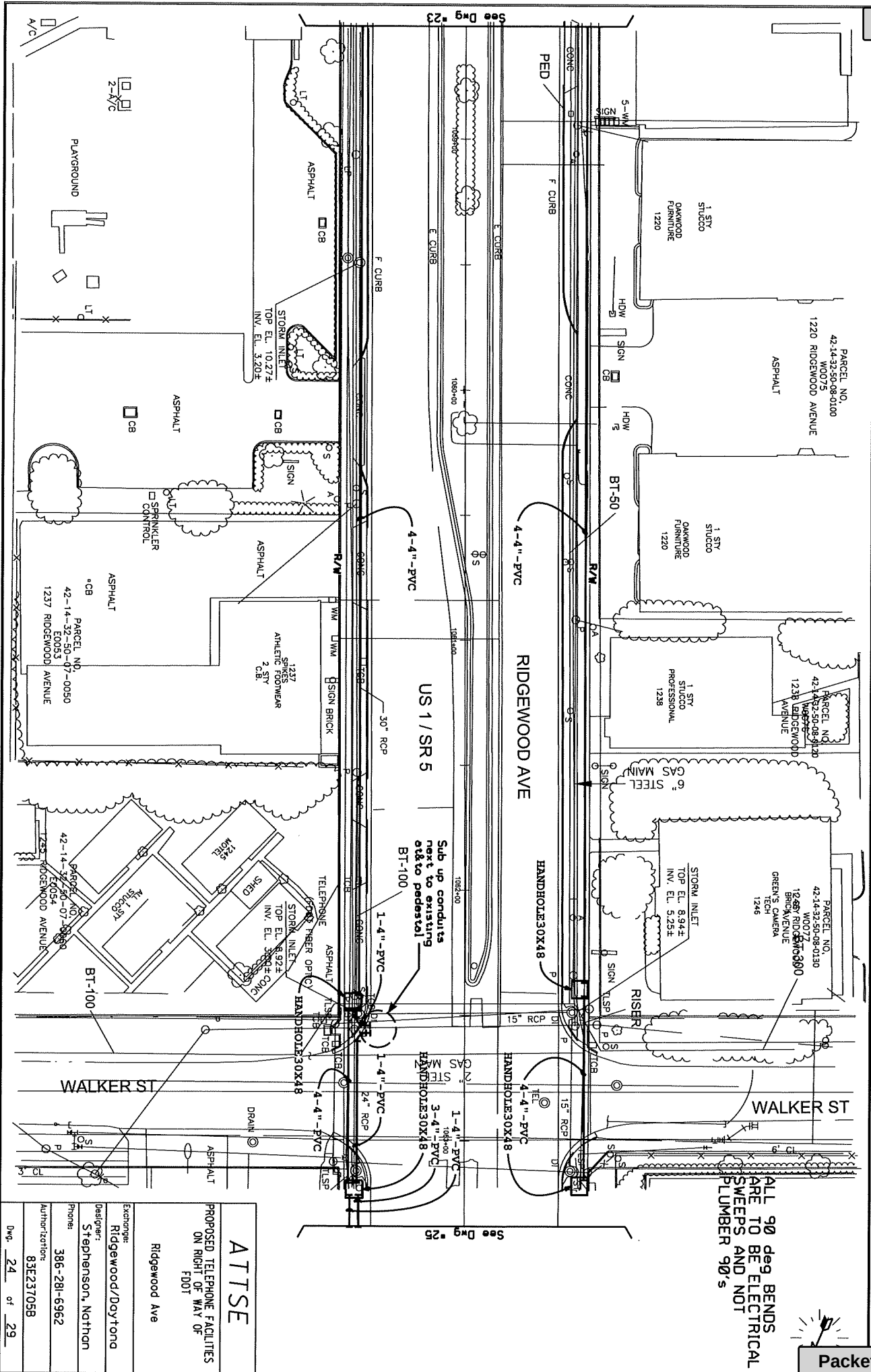


SEE DWG #3 FOR DETAIL OF BORE



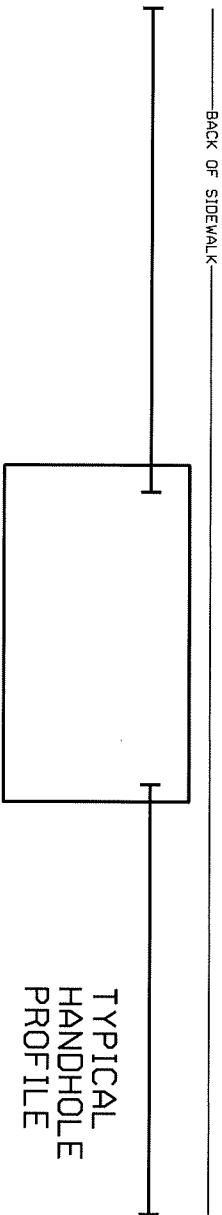
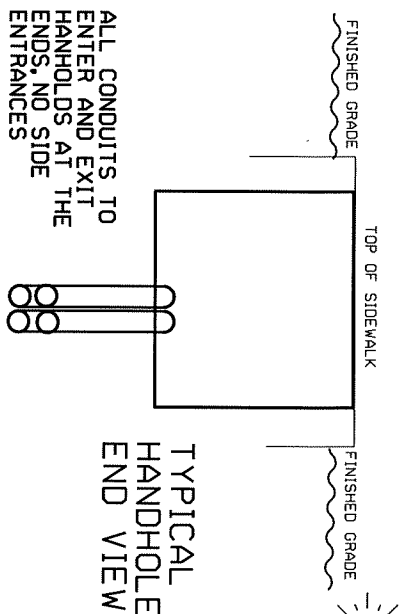
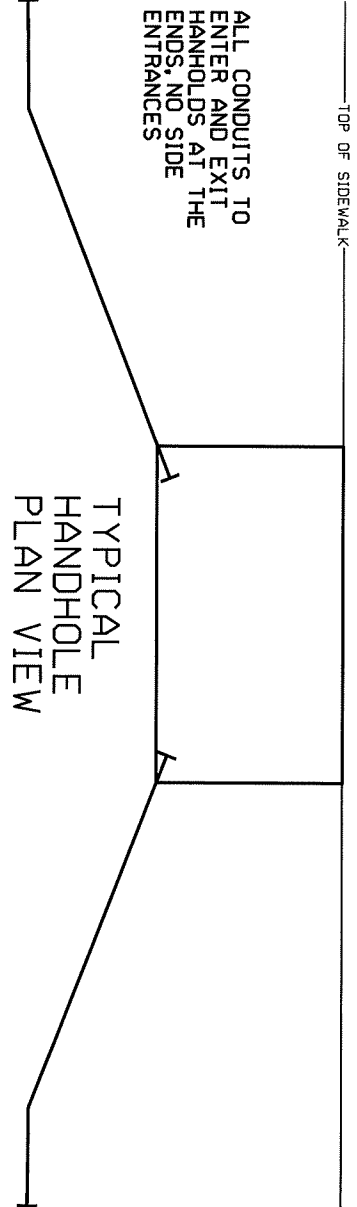
ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Ridgewood Ave	
Exemptions:	Ridgewood/Doytong
Designer:	Stephenson, Notthorn
Phone:	386-281-6362
Authorization:	83E23705B
Dwg. 22 of 29	



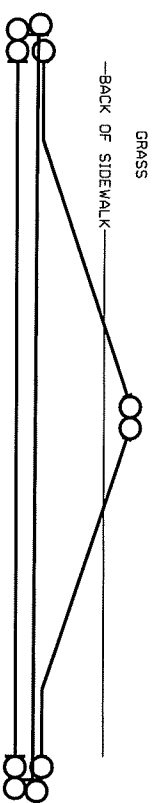
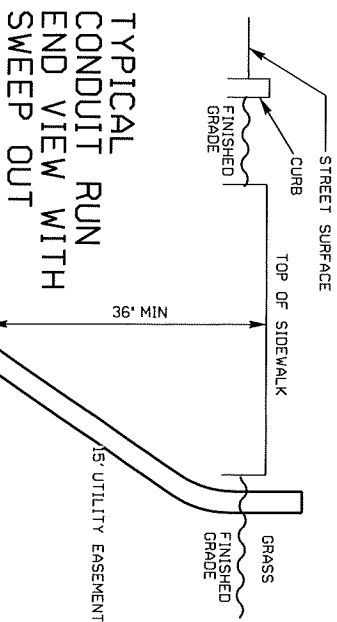


ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FIDOT	
Ridgewood Ave	
Exchange:	Ridgewood/Doytono
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E237058
Dwg. 24 of 29	

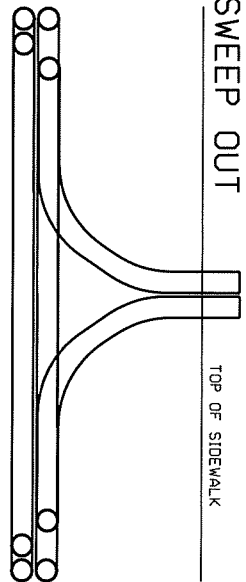




ALL CONDUITS TO ENTER AND EXIT HANDHOLS AT THE ENDS, NO SIDE ENTRANCES



TYPICAL CONDUIT RUN PROFILE VIEW WITH SWEEP OUT

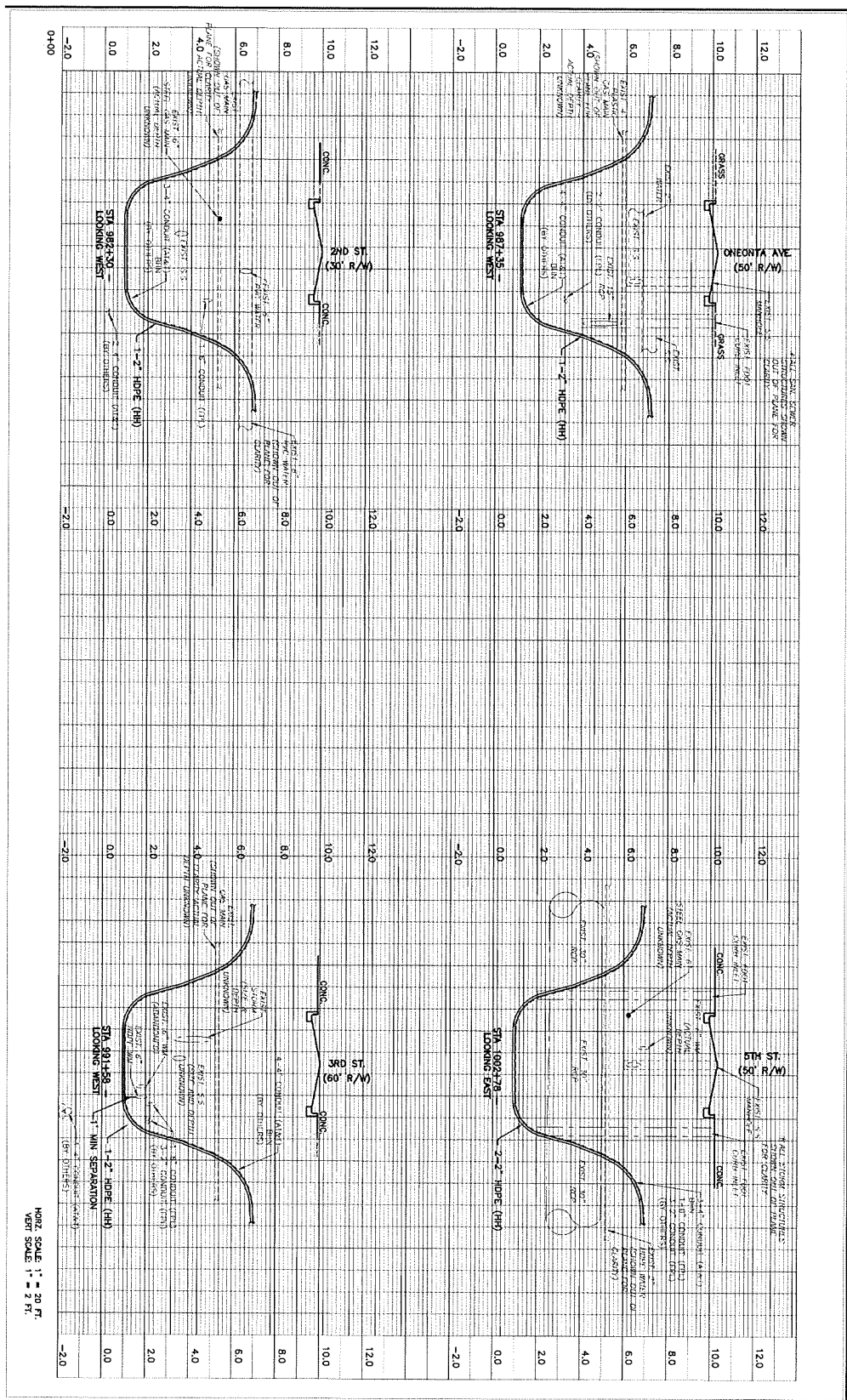


FRONT OF SIDEWALK

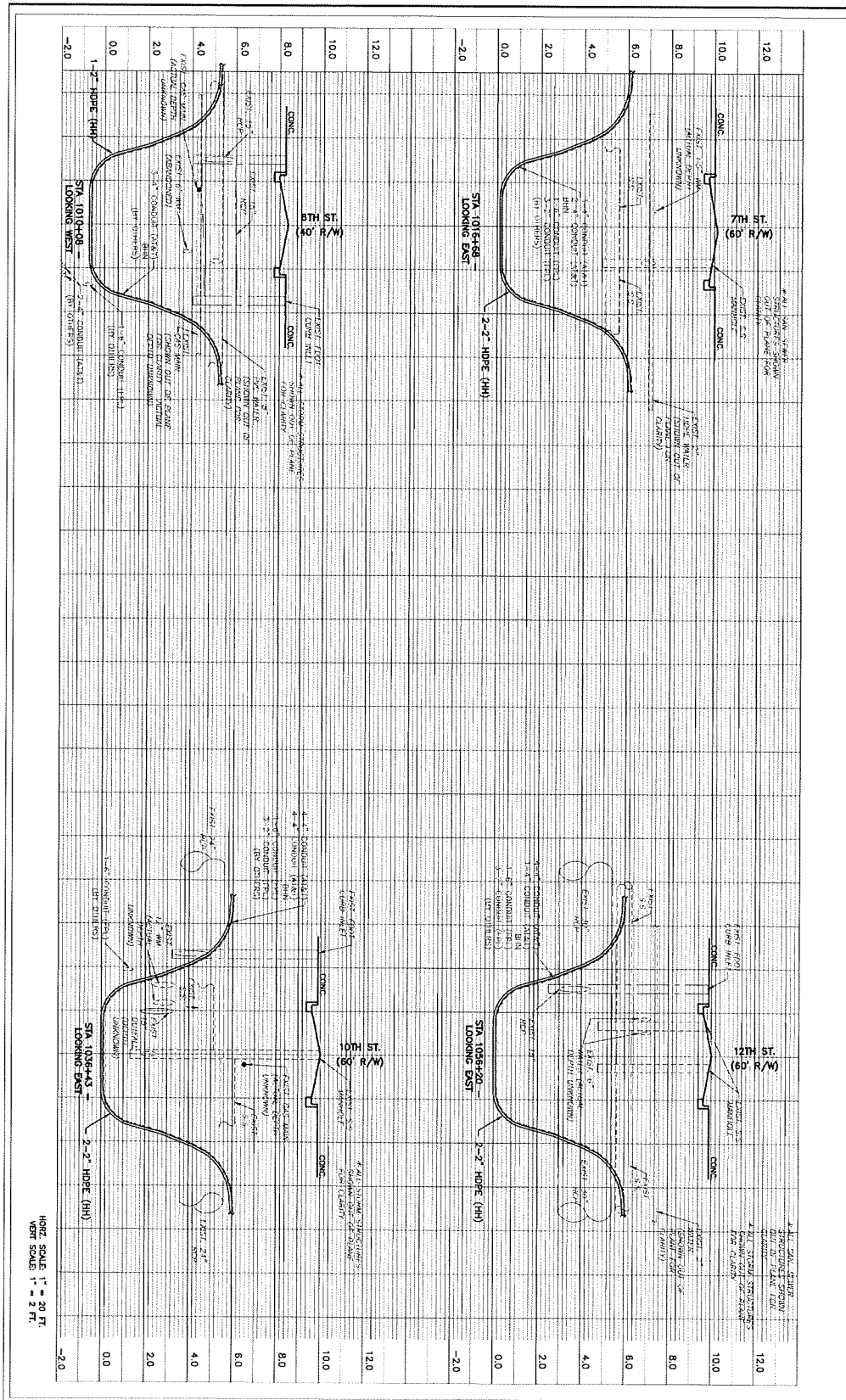
GRASS

CURB / EDGE OF PAVEMENT

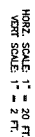
ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FOOT	
Ridgewood Ave	
Exchange:	Ridgewood/Doytong
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. No.	26 of 29



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Ridgewood Ave	
Exchange:	Ridgewood/Daytona
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. 27 of 29	



Exchange:	Ridgewood/Doytore
Designer:	Stephenson, Nathan
Phone:	386-281-6362
Authorization:	83E23705B
Page:	28 of 29



PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
FDOT

Exchno

Designer:

Phone:

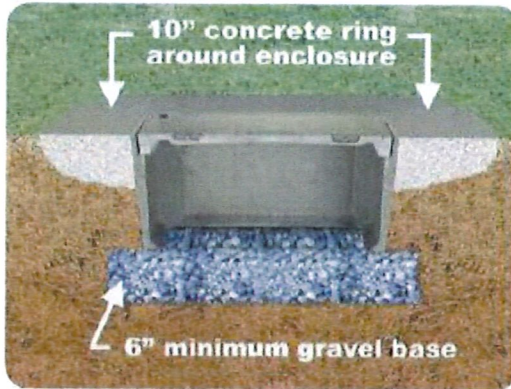
Authorizations:

Dwg. 29 of 29

Attachment D

ATT-TELCO-620-000-349 C&E CONSTRUCTION 21 STATE HANDHOLE INSTALLATION;
CONCRETE COLLAR APPLICATION

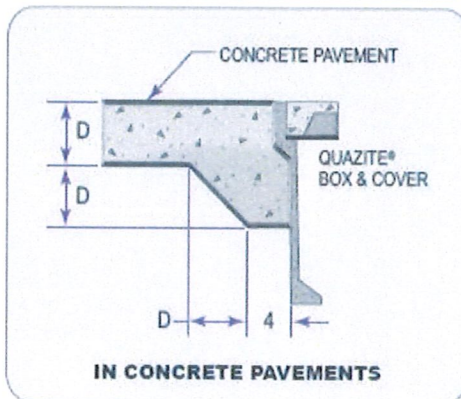
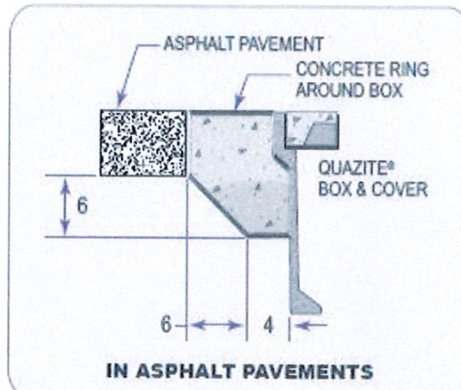
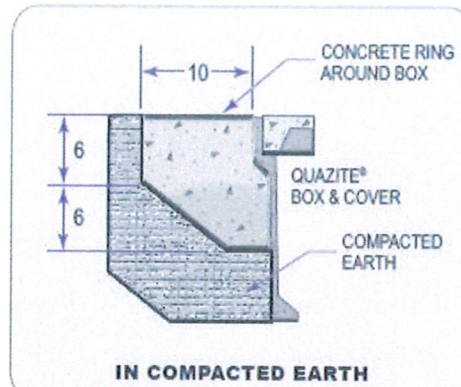
Concrete Collar Application:



Concrete collars may be desired to give added protection to Quazite® enclosures installed by driveways, parking lots, and off-roadway areas that are subject to occasional non-deliberate traffic. Concrete collars are not necessary in grassy areas or areas subject solely to pedestrian traffic. Concrete collars may be desired on all manufacturers' enclosures to prevent damage.

*Notes:

- Concrete encasement to be 3,000 psi minimum
- Concrete encasement collar dimension, D, to be equal to design pavement depth
- Pavement and subgrade to be as shown on the engineering plans





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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: John McKinney
SUBJECT: Utility Rate Study
NUMBER: (ID # 2060)
APPLICANT:
PLANNER:

DISCUSSION:

During the Budget Workshop on May 22, 2018, staff discussed with City Commission the need to have a Utility Rate Study completed for our Water and Sewer utilities. This update is necessary for future potential debt issuance to financing several large capital projects that need to take place in Fiscal Year 2019 and 2020. This Rate Study would also look at the rate structure that the City currently has in place. Having an accepted Utility Rate Study gives local government the information to better manage the financial operation and to effectively pass those appropriate costs onto the final consumer.

In order to successfully update the Water & Sewer Fees, a Utility Rate Study must be conducted to calculate the allowable fees that will recover departmental costs, capital infrastructure improvements needed system wide and all current and future debt service. Staff wishes to piggy back off of the City of Palm Bay, Florida's RFP #48-0-2017/SB that was approved by the City of Palm Bay on July 17, 2017 with Stantec Consulting Services, Inc. By utilizing Stantec's agreement with the City of Palm Bay, we are able to achieve a lower cost of these services for a fixed fee of \$40,783.

The City has not had a comprehensive rate study in over ten years.

FISCAL ANALYSIS:

The funding will be provided by the Water and Sewer Fund as follows:

400-3010-533.31-01 \$20,391.50
400-3020-535.31-01 \$20,391.50

STAFF RECOMMENDATION:

Approve the piggyback with Stantec Consulting Services, Inc.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to issue a purchase order to Stantec Consulting Services, Inc., per the terms and conditions of the City of Palm Bay, Florida's RFP #48-0-2017/SB in the amount of \$40,783.

- Stantec - Holly Hill - Water and Sewer Rate Study Proposed Agreement - 6-6-18 (PDF)
- Palm Bay FL - Stantec Executed Agreement (PDF)
- Palm Bay Notice to Proceed(PDF)
- Palm Bay FL - Stantec Proposal - Final (PDF)
- Palm Bay PO and Executed Agreement for Task Order 1 Water and Sewer Financial Sustainabilty Analysis August 2017(PDF)



June 6, 2018

Mr. John McKinney
Finance Director
Holly Hill
Holly Hill, FL

Re: FY 2018 Water and Sewer Rate Study

Dear Mr. McKinney:

As requested, the attached proposed Agreement is to conduct a FY 2018 Water and Sewer Rate Study for the County.

Scope of Service

The scope of service will include three work elements as described below:

- Work Element I:** Conduct a Revenue Sufficiency Analysis to Determine Water and Sewer Revenue Requirements in the Context of a Long Term Financial Plan
- Work Element II:** Conduct a Cost-of-Service and Rate Design Analysis
- Work Element III:** Prepare Report and Present to City Council

A detailed work plan with all tasks and sub-tasks that will be completed for each of the above referenced work elements is enclosed with this proposal.

Fee

I have developed a detailed Project Work Plan and Fee Estimate Schedule (Schedule) which is enclosed. This Schedules shows that successful completion of the Study will require approximately 220 labor-hours for a fee of \$40,783, inclusive of out-of-pocket expenses. Therefore we propose to complete the Study for a fixed fee of **\$40,783**, inclusive of out-of-pocket expenses.

We can begin work on this project immediately upon receipt of a notice to proceed and estimate that it can be completed within 120 days. Upon receipt of a notice to proceed we will prepare a detailed Data Request to facilitate timely and efficient completion of the Study within the require timeframe. It is our practice to invoice monthly for the percent work complete by sub-task on the attached Project Work Plan and Fee Estimate Schedule.



We look forward to continuing to be of service to the City on this project. If you have any questions, please do not hesitate to call me at (904) 923-1466.

Very truly yours,



Michael E. Burton
Vice President, Financial Services

Affixing of signatures below indicates acceptance of this proposal as well as the Professional Services Terms and Conditions attached.

Accepted by the Holly Hill, FL:

Signature

Name

Title

Date

Accepted by Stantec Consulting Services, Inc.



Signature

Michael E. Burton

Name

Vice President

Title

June 6, 2018

Date



Holly Hill, Florida
Water and Sewer Rate Study
Project Work Plan and Cost Estimate

Project Tasks		Estimated Labor-Hours					Total Project
		Project Director	Technical Advisor	Project Consultant	Project Analyst	Project Admin	
Rates →		\$219	\$338	\$172	\$133	\$104	
Work Element 1: <u>Conduct a Revenue Sufficiency Analysis to Determine Water and Sewer Revenue Requirements in the Context of a Long Term Financial Plan</u>							
Task 1 <u>Initiate the Project, Obtain and Review Relevant Data, Perform Rate Survey</u>							
1.1	Prepare initial data request list and detailed critical path schedule. Establish key personnel from City.	0	0	1	2	4	7
1.2	Review prior rate study reports and other relevant information to gain an understanding of the current water and sewer system for which the rate analysis is to be performed.	1	0	1	2	0	4
1.3	Conduct conference call meeting with all necessary City staff to confirm study objectives, identify fiscal objectives/constraints, financing strategies, establish communication protocols, discuss approach, establish schedule, discuss data request.	1	1	1	1	0	4
1.4	Perform a detailed review of all data as it is received. Prepare supplemental data request list after review with staff in prior subtask.	0	0	1	2	0	3
Task 2 <u>Conduct a Revenue Sufficiency Analysis and Develop a 10-Year Financial Management Plan</u>							
2.1	Perform a detailed review and analysis of customer data and historical billed ERUs and gallons for each service to observe trends in connections and usage by class in order to develop projections for all customer classes.	0	0	2	1	0	3
2.2	Verify and input financial data into proprietary FAMS-XL model, run the model and produce preliminary output, including a five and ten-year financial management program that will include the following: → Revenue and Expense History/Projections - Annual revenue and operations & maintenance expense projections, including staffing requirements - Projections of other revenue requirements such as R&R, minor capital, transfers, debt service/loan payments, replenishment of reserves, etc. → Capital Improvements Program - Project listing by year - Evaluation of existing and alternative capital improvement programs and funding requirements under current and various other levels of service → Funds Analysis - Spend down limits (minimum reserve requirements) by fund - Beginning and ending funds balances by fund by year → Borrowing Program - Identify any borrowing required and/or appropriate to fund certain CIP projects, to include but not necessarily be limited to, revenue bonds and state programs. - Timing of bond issue(s)/loan(s) to provide required borrowed funds → Revenue Sufficiency Analysis - Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements - Alternative plans of annual rate adjustments to provide sufficient revenues over projection period.	0	0	4	2	0	6

Holly Hill, Florida
Water and Sewer Rate Study
Project Work Plan and Cost Estimate

Project Tasks		Estimated Labor-Hours					Total Project
		Project Director	Technical Advisor	Project Consultant	Project Analyst	Project Admin	
Rates →		\$219	\$338	\$172	\$133	\$104	
2.3	Review preliminary results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	1	1	1	2	0	5
2.4	Make adjustments and re-run FAMS XL.	0	0	2	4	0	6
2.5	Prepare alternative scenarios for interactive review session with City staff.	1	0	1	2	0	4
2.6	Conduct an interactive review session with City staff to review the preliminary results of the ten-year projection of revenue sufficiency of the water and sewer enterprise fund. Using the financial planning model developed in Task 2.2, discuss capital projects funding including:	6	6	6	6	0	24
	→ Review financing plans for the utility's capital improvement program under each identified level of service.						
	→ Run alternative scenarios for debt versus cash funding, including alternative debt financing terms.						
	→ Monitor reserve levels and other key metrics of financial performance with each alternative scenario to meet all existing and potential bond covenants.						
2.7	Make adjustments based upon input from City staff, and prepare workbook of assumptions and preliminary results.	1	0	2	4	0	7
2.8	Conduct a second interactive review session with City staff to review the adjusted results of the ten-year projection of revenue sufficiency of the water and sewer enterprise fund and make any final adjustments.	6	0	6	6	0	18
Total Estimated Labor Hours		17	8	28	34	4	91
Total Estimated Fee		\$3,723	\$2,704	\$4,816	\$4,522	\$416	\$16,181
Estimated Expenses							\$1,133
Total Not-to-Exceed Fee							\$17,314
Work Element 2: Conduct a Cost-of-Service and Rate Design Analysis							
Task 3	Perform a Detailed Cost-of-Service Analysis						
3.1	Identify all test year costs/revenue requirements associated with the provision of water and sewer service.	0	0	1	2	1	4
3.2	Review property/billing data and existing customer classes to determine recommended customer classes for cost allocation and rate design.	0	0	1	2	0	3
3.3	Using industry standard cost allocation approaches, allocate costs/revenue requirements to customer classes as appropriate for the specific rate structure based upon appropriate allocation criteria and property characteristics, and calculate annual units of service for each class.	1	0	2	4	0	7
3.4	Identify potential changes to rate classes, including adding or combining existing rate classes.	1	0	1	0	0	2
3.5	Meet with City staff in an interactive work session to review preliminary results.	6	6	6	6	0	24
3.6	Perform adjustments, finalize module/resulting allocations based upon input from City staff.	0	0	2	3	0	5

Holly Hill, Florida
Water and Sewer Rate Study
Project Work Plan and Cost Estimate

Project Tasks		Estimated Labor-Hours					Total Project
		Project Director	Technical Advisor	Project Consultant	Project Analyst	Project Admin	
Rates →		\$219	\$338	\$172	\$133	\$104	
Task 4 Conduct a Rate Structure Analysis and Develop Specific Rates							
4.1	Develop Rates:						
	a. Load billing data, cost data and rate structure parameters into our rate model.	0	0	1	4	0	5
	b. Test the model to ensure that the data in the model returns the required revenue with the calculated rates.	0	0	1	2	0	3
	c. Set up the rate model in conformance with the revenue requirements identified in Task 2, and the cost allocation results of Task 3.	1	0	1	2	0	4
	d. Run the model and prepare alternative rate classes that reflect the following considerations:	1	0	1	2	0	4
	- Recovery of current and future costs of service						
	- Capital project demands of the customer base						
	- Consistency with industry practice for utility rate making in the region						
	f. Prepare a customer impact analysis to compare the recommended water and sewer rates for each class of property and compare those rates to the existing rates.	0	0	1	2	0	3
	g. Review results with consulting team and adjust as required.	1	1	2	4	0	8
	h. Meet with City staff in an interactive work session to review results.						
	i. Perform adjustments, finalize module/resulting rate design adjustments based upon input from City staff.	1	0	1	3	0	5
4.2	Conduct a water and sewer rate survey for neighboring communities.	0	0	1	2	4	7
Total Estimated Labor Hours		12	7	22	38	5	84
Total Estimated Fee		\$2,628	\$2,366	\$3,784	\$5,054	\$520	\$14,352
Estimated Expenses							\$718
Total Not-to-Exceed Fee							\$15,070
Work Element 3: Prepare Report and Present to City Council							
Task 5 Prepare Report							
5.1	Prepare a Draft Report of the results of the study, and provide to City staff for review and comment.	1	0	2	8	1	12
5.2	Adjust analysis per staff comment, and incorporate edits. Submit Final Report.	1	1	2	3	0	7
5.3	Prepare presentations for City Council (assumes one (1) presentation).	1	0	2	0	0	3
5.4	Review presentation, final conclusions, messaging, and communication effectiveness with staff prior to meeting.	1	0	1	0	0	2
5.5	Present assumptions and final results in one (1) presentation to City Council.	6	0	6	0	0	12

Holly Hill, Florida
Water and Sewer Rate Study
Project Work Plan and Cost Estimate

Project Tasks	Estimated Labor-Hours					Total Project
	Project Director	Technical Advisor	Project Consultant	Project Analyst	Project Admin	
Rates →	\$219	\$338	\$172	\$133	\$104	
Task 6 <u>Attend Hearing for Adoption</u> 6.1 Attend a hearing for adoption of the rates.	4	0	4	0	1	9
Total Estimated Labor Hours	14	1	17	11	2	45
Total Estimated Fee	\$3,066	\$338	\$2,924	\$1,463	\$208	\$7,999
Estimated Expenses						\$400
Total Not-to-Exceed Fee						\$8,399
<u>Total Project</u>						
Total Estimated Labor Hours	43	16	67	83	11	220
Total Estimated Fee	\$9,417	\$5,408	\$11,524	\$11,039	\$1,144	\$38,532
Estimated Expenses						\$2,251
Total Not-to-Exceed Fee						\$40,783



PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 1 of 2

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing an



PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 2 of 2

in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS; Valerie Manning, Certified Municipal Clerk (CMC), City Clerk, cityclerk@hollyhillfl.org, 1065 Ridgewood Avenue, Holly Hill, FL 32117, (386) 248-9441



July 25, 2017

Andrew Burnham
Director
Stantec Consulting Services, Inc.
200 Business Park Cir., Suite 101
St. Augustine, FL 32095

Dear Mr. Burnham:

RE: RFP #48-0-2017/SB – Financial Rate & Management Consultant Services

Dear Mr. Burnham:

Please find attached your copy of the signed Agreement for the above mentioned services. Individual projects under this contract will be issued on a Task Order and Purchase Order basis.

We appreciate your interest in the City of Palm Bay and look forward to working with your company.

Sincerely,

CITY OF PALM BAY

Bobbye Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Office
Procurement Department

Attachment: Service Agreement

Attachment: Palm Bay FL - Stantec Executed Agreement (2060 : Utility Rate Study)



PROFESSIONAL CONSULTANT SERVICES AGREEMENT FINANCIAL RATE & MANAGEMENT CONSULTANT SERVICES

This is an agreement entered into this 17th day of July, 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Stantec Consulting Services, Inc. (11-2167170), 200 Business Park Cir., Suite 101, St. Augustine, Florida 32095 hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated herein and made an integral part of this Agreement:

1. The City's Request for Proposal No **RFP #48-0-2017/SB, Financial Rate & Management Consulting Services** (Exhibit 1).
2. Proposal Submittal for CITY prepared by CONSULTANT dated May 18, 2017 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- Specific direction from CITY Manager (or designee).
- This Agreement and any attachments
- Exhibit 1
- Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the attached Consultant's Rate Schedule Proposal, Attachment "A" and Attachment "B" individual Statements of Work Orders. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that it shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services set forth in Attachment "A" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the CITY in scheduling and coordinating all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- F. Report the status of the work to the CITY upon request and hold records, and other documents open to the inspection of the CITY or its authorized agent at any time during normal business hours.
- G. Submit for CITY review all data representative of the progress of the Work. Submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY

- during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S warranty set forth above.
- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
 - I. Interpret documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT, nor CONSULTANT any liability to the CITY. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 – COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with the Hourly Rate Schedule (Attachment A) for each hour of time engaged directly in the work.

Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Hourly Rate Schedule. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:

- a. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
- b. Courier Services.
- c. Facsimile (\$2.00 per facsimile).
- d. Photocopies (\$.0.15 per page).
- e. Long Distance and Conference Telephone Charges.
- f. 3rd Party expenses, such as printing, incurred on behalf of CITY.
- g. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment "A" and Attachment "B", and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act. Proposed fee schedule will include all direct and indirect costs.

- A. The CONSULTANT shall submit signed invoices to the CITY.

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- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
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- A. The CONSULTANT shall submit signed invoices to the CITY.

- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT and approved by the CITY.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed, and in which order. Should a work revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revision(s) for review and, if warranted, written approval shall be provided by the CITY.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY unless such time is extended in writing by CITY, present written objections to the decision to the City Manager or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the express, written consent of the CITY Manager.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the City Manager. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not the cost of labor.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

CONSULTANT'S representative will be: Michael Burton
200 Business Park Cir., Suite 101
St. Augustine, FL 32095

CITY'S representative will be: Cassandra Smith
250 Osmosis Drive SE
Palm Bay, FL 32909

With Copies to: Bobbye Marsala
Chief Procurement Officer
120 Malabar Road SE
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by certified mail to the CONSULTANT at the last address left on the file with the CITY or immediately if delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

SECTION 12 - AUDIT RIGHTS

The City reserves the right to audit the records of the Consultant related to this Agreement at any reasonable time during the prosecution of the work included herein. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

SECTION 13 – PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay purchasing and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 14 - SUBCONTRACTING

The CONSULTANT shall not assign, or transfer any work under this Agreement without the express, written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subcontractors of CONSULTANT. Subcontractors of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

SECTION 15 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 16 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CONSULTANT agrees that the CITY may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be for payment for those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination. In the event of such termination, the CITY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by CITY pursuant to this Section.
3. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
4. The terms of this Agreement may only be modified upon the written, mutual agreement of the CONSULTANT and the CITY.
5. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
6. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof, provided the CITY gives its written consent, CONSULTANT may retain copies of such documents for record purposes.

SECTION 17 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT, unless it is terminated as provided herein.

SECTION 18 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by the CITY. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

SECTION 19 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, costs, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 20 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The Consultant shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. . The policy of insurance shall be written on an "occurrence" form.
- B. **Automobile Liability Insurance:**
Consultant shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles

C. **Professional Liability Insurance or Errors and Omissions Insurance:**

Consultant shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to

exceed \$5,000 for each claim. CONSULTANT represents it is financially responsible for the deductible amount.

D. Workers' Compensation Coverage:

Consultant shall provide and maintain Workers' Compensation Insurance Coverage for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Consultant shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

E. Insurance Certificates:

The City of Palm Bay is to be specifically included on all certificates of insurance **as a named additional insured** (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

The Consultant shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Consultant shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 21 - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY to determine the CONSULTANT'S qualifications for future contracts with the CITY.

SECTION 22 - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement, and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 23 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, CITY shall, as provided in Section 8 of this Agreement, decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement and the CONSULTANT agrees that the CITY's decision on all claims or questions is final.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 24 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 25 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT, its subcontractors and subconsultants.

Furthermore, CONSULTANT covenants and agrees that it will not undertake the representation of any governmental entity, department or agency whose jurisdiction is within or covers any portion of Brevard County, Florida without the express, written consent of the City Council of the CITY.

Furthermore, CONSULTANT acknowledges that as of the effective date of this Agreement, CONSULTANT does not represent any client whose interest is currently adverse to the interest of the CITY. If during the term of this Agreement, CONSULTANT determines that a client it represents has or may potentially have an interest adverse to the interest of CITY, then CONSULTANT shall disclose such conflicting interest as required by this Section. Additionally, before proposing, advocating or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact CITY and its operations, CONSULTANT shall, consistent with this Section, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the City Manager.

The CONSULTANT further agrees that, in the performance of this Agreement, if any conflict of interest arises, it shall disclose, in writing, such interest to the CITY within three (3) days after the conflict arose. Such written disclosure shall provide sufficient information concerning the CONSULTANT's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which CONSULTANT is unable to provide the services described in this Agreement. The

City Manager may take any action necessary to address the conflict of interest disclosed by CONSULTANT, including termination of this Agreement.

SECTION 26 - INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not CITY agents or employees. CONSULTANT, its employees or agents, contractors and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, contractors or subcontractors shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 27-NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 28 -OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third party beneficiaries intended to be bound by or to enforce this Agreement.
- F. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the City.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 29-LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary

against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, suppliers, assignees and employees.

SECTION 30 - ENTIRETY OF AGREEMENT

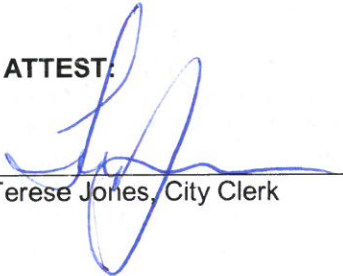
This writing, together with documents referenced herein, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida. The parties hereto acknowledge and agree, for adequate and valuable consideration that they waive their right to trial by jury in any litigation that may arise out of any controversy that pertains to this Agreement.

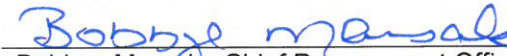
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of July, 2017.

ATTEST:



Terese Jones, City Clerk

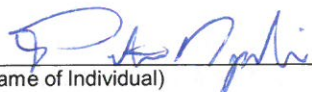
**CITY OF PALM BAY
BREVARD COUNTY, FLORIDA**

By: 

Bobbye Marsala, Chief Procurement Officer

WITNESS:

STANTEC CONSULTING SERVICES, INC.

By: 

(Name of Individual)

Peter Napoli

Printed Name

By: 

(Name of Individual)

Andrew Burnham

Printed Name

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- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third party beneficiaries intended to be bound by or to enforce this Agreement.
- F. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the City.
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ATTACHMENT A

Stantec Consulting Services, Inc. hourly rates are presented below:

Project Principal	\$338
Technical Advisor	\$338
Project Manager	\$219
Project Consultant	\$172
Project Analyst	\$133
Project Admin	\$104



July 7, 2017

Andrew Burnham
Director
Stantec Consulting Services, Inc.
200 Business Park Cir., Suite 101
St. Augustine, FL 32095

Dear Mr. Burnham:

This letter is to notify you that RFP #48-0-2017 – Financial Rate & Management Consultant Services was awarded to your company, in full accordance with the terms, conditions and specifications as stipulated in the proposal document.

The period of this Agreement shall begin on the Effective Date of the Agreement for a one (1) year term. This agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods up to a cumulative total of sixty (60) months.

Please sign this Notice of Award and return it and both signed copies of the Agreement to the City of Palm Bay Procurement Department, 120 Malabar Road SE, Palm Bay, FL 32907.

You are also required to submit your insurance certificate(s) with your acceptance of this notice. The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work.

We appreciate your interest in the City of Palm Bay and look forward to future contact with your company.

Sincerely,

CITY OF PALM BAY

Bobbie Marsala

Bobbie Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

STANTEC CONSULTING SERVICES, INC.

By: Andrew Burnham, Vice President
Name/Title (print) Financial Services
[Signature]
Signature 7-13-17 Date

Attachment: Palm Bay Notice to Proceed (2060 : Utility Rate Study)



ORIGINAL

Request for Proposal #48-0-2017/SB

City of Palm Bay, FL

Financial Rate and Management Consultant Services



TITLE PAGE

May 23, 2017

City of Palm Bay, FL

RFP No. 48-0-2017

Financial Rate & Management Consultant Services

Submitted by:



Submitting Office:

Michael Burton, Vice President
200 Business Park Circle, Suite 101
St. Augustine, FL 32095
(904) 247-0787
Michael.Burton@Stantec.com

Attachment: Palm Bay FL - Stantec Proposal - Final (2060 : Utility Rate Study)

Tab 1

Transmittal Letter



1. TRANSMITTAL LETTER



May 23, 2017

City of Palm Bay
City Hall, Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

Re: RFP No. 48-0-2017 – Financial Rate & Management Consultant Services

Dear Ms. Blair and Members of the Selection Committee:

We are pleased to present this proposal to provide Financial Rate & Management Consultant services for the City of Palm Bay (City). For this engagement, services will be provided primarily from our St. Augustine Office located at 200 Business Park Cir., Suite 101, St. Augustine, FL 32095, with supplemental resources provided by our Tampa, Florida office. We have specifically designed our project team to provide the City with the dedicated and experienced resources to best conduct the requested services in a timely manner.

Understanding & Approach – Providing local utility services is increasingly complex, and local attention and scrutiny of both the management of utility services and the administration of rates and charges is growing. The City provides these, and other critical infrastructure to its residents and businesses, and needs to recover costs efficiently, and equitably. Our role is to help you obtain the resources you need, to do so in a way that makes sense and is fundamentally fair, and to help you communicate the need for any rate changes in ways the community can understand and embrace.

To conduct many of the analyses that may be requested under this contract, we will use our integrated modeling system, Financial Analysis and Management System (FAMS-XL). Our modeling system and interactive process will allow us to conduct the study in the most timely and cost effective manner possible. It is robust, easy to use, and was built and developed in MS Excel to be easily customizable to reflect the unique dynamics of each utility or set of enterprise fund activities. You will enjoy working with our modeling system – it is unlike any other.

Contact Person –Mr. Michael Burton will serve as the Project Director, and he can be reached at (904) 247-0787 or via email at Michael.burton@stantec.com.

Summary – Our breadth of local and national experience and our interactive modeling process are a unique combination. Our team provides the City with:

- ✓ Unsurpassed national stature in utility ratemaking
- ✓ Experience with rate management practices in Florida,
- ✓ A powerful, easy-to-understand, and customized Microsoft Excel-based modeling system
- ✓ Excellence in stakeholder education and public outreach programs
- ✓ Commitment and availability of resources to complete the study in the desired time frame

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Michael Burton
Vice President, Financial Services

Tab 2

Completed Forms

Completed Forms

2. COMPLETED FORMS

- ✓ Proposer's Information
- ✓ Check List of Submittal Requirement



**REQUEST FOR PROPOSAL #48-0-2017/SB
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 5/2/2017
Page 1 of 38

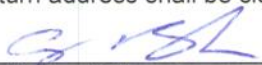
PROCUREMENT CONTACT:
Susan Blair – CPPB
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: susan.blair@pbfl.org

**PROPOSALS TO BE RECEIVED
NO LATER THAN 5:00 PM ON
TUESDAY, 5/23/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Proposer Name: Stantec Consulting Services Inc. Address: 200 Business Park Cir., Suite 101 City, State, Zip: St. Augustine, FL 32095 Phone Number: (904) 247-0787 Fax Number: (813) 223-0009 E-Mail Address: michael.burton@stantec.com	FEIN Number: 11-2167170 Proposals are firm for 90 days Yes ☒ No ☐ Other _____ Do you accept Visa? ☐ YES ☒ NO List of Deviations (if any) attached Yes ☐ No ☐ If submitting a "NO PROPOSAL", state reason: _____ _____

Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and three (3) copies, and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, **RFP No. 48-0-2017/SB – Financial Rate and Management Consultant Services**. Proposer's name and return address shall be clearly identified on the outside of the envelope.



 Authorized Signature
Andrew Burnham, Director
 Printed Name & Title

 Financial Services Director
 Title (typed or printed)

 Date

Attachment: Palm Bay FL - Stantec Proposal - Final (2060 : Utility Rate Study)

PROPOSAL FORM – Sheet 1 of 1
RFP NO. 48-0-2017/SB – FINANCIAL RATE & MANAGEMENT
CONSULTANT SERVICES

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No 1 Dated 5/16/17 Addendum No Dated
 Addendum No Dated Addendum No Dated

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Conflict of Interest: *The undersigned hereby declares that any person(s) employed by the City of Palm Bay, Florida, who has direct or indirect personal or financial interest in this bid or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).*

 _____ Authorized Signature	_____ 200 Business Park Cir., Suite 101 Address
_____ Andrew Burnham, Director Printed Name & Title	_____ St. Augustine, FL 32095 City, State, Zip Code
_____ Stantec Consulting Services Inc. Company	_____ (813) 223-9500 Telephone Number
<u> 5-18-17 </u> _____ Date	_____ (813) 223-0009 Fax Number
_____ andrew.burnham@stantec.com Email Address	_____ (904) 631-5109 Cell Phone Number

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)	✓		
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	✓		
Proposer has provided One (1) Original hard-copy Proposal (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation	✓		
Proposer has provided the number of hard copies of their proposal (marked "COPY"), as referenced in Section I (page 4)	✓		
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III	✓		
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	✓		
Proposer has completed, signed (blue ink) and included their Proposal Form	✓		
If applicable, Proposer has provided a signed Conflict of Interest statement			✓
Proposer completed and included their Reference Form			✓ *
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)	✓		
Proposer has signed (blue ink) and included their Proposer's Insurance Requirements Acknowledgement	✓		
Proposer has completed and included their Business Location Certification Statement (not required for Class "D")	✓		
Proposer has included a copy of business tax receipt (occupational license)	✓		
Proposer has signed and notarized & included their Non-Collusion Affidavit	✓		
Proposer has signed and included their Palm Bay Utilities Department Environmental Policy Form	✓		
Proposer has read, understood, and submitted all required documentation for proposal evaluation.	✓		



 Authorized Signature
Andrew Burnham, Director
 Printed Name & Title

Stantec Consulting Services Inc.

 Company
5-18-17

 Date

* A Reference form was not included with the RFP Packet. Please see Section 5. for Project References

Tab 3

Table of Contents



Table of Contents

3. TABLE OF CONTENTS

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Tab 4

Firm Profile



Firm Profile

4. FIRM PROFILE

History of the Firm

The Stantec community unites more than 22,000 employees working in over 400 locations. We collaborate across disciplines and industries to bring financial services, buildings, energy and resources, environmental, and infrastructure projects to life. Our work – professional consulting in utility rate studies, engineering, architecture, interior design, landscape architecture, surveying, environmental science, project management and project economics – being at the intersection of community, creativity, and client relationships.

Since 1957, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

We are the Financial Services Practice of Stantec Consulting Services Inc. (Stantec). Our group has 37 professionals with a variety of experience in the municipal financial sector, totaling over 300 years of experience. We have seven consultants with over 20 years of industry experience, more than any other firm in the U.S. Supporting our senior consultants is a robust team that includes six additional consultants with more than 10 years of experience, and another 21 consultants between one and ten years. This combination of diverse backgrounds and experience has made us who we are today – **a trusted source to our clients in providing independent and objective financial management services to local governments and utilities throughout the country.**

It is this deep bench of experience that brings value to your project. As a group, we work together and learn from each other's experiences. This sharing of knowledge and expertise will be brought to your project as well. You can be assured that our team will develop a comprehensive and balanced solution to this study. The evolution of the Stantec Financial Services Practice is illustrated below.



Resources of the Consultant

Stantec's Financial Services Practice is home to an impressive amount of experience and knowledge. Our practice leaders have authored hundreds of articles for industry trade journals, and have authored or co-authored most of the standards that serve as industry guidelines for setting utility rates and charges. We aspire to provide our clients with financial guidance that makes a difference in their organizations, their performance, and in their communities. **We have 37 rate and financial consultants available to the City**, some of whom are presented below.

Our Directors:

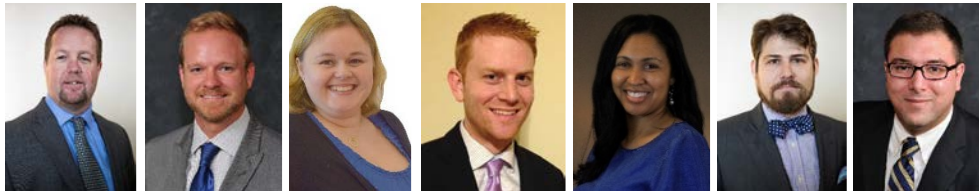


At Stantec, we look at every challenge as an opportunity to bring communities together.

Our Principals:



Our Managing Consultants:

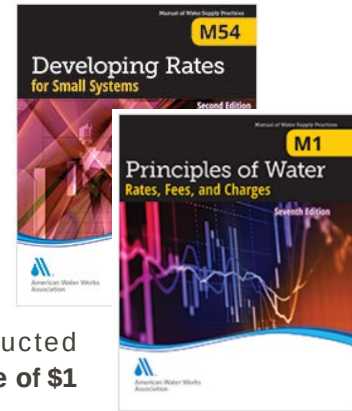


Select Consultants & Analysts:



General Experience

Our practice covers a broad range of financial issues for our water sector clients. We have a tremendous amount of experience with and knowledge of a variety of accepted ratemaking and cost of service methodologies, including practices and approaches identified in **American Water Works Association (AWWA) and Water Environment Federation** manuals, as well as accepted industry practices for electric related financial analysis in various parts of the country. In addition, we are very **familiar with the financial criteria used by the municipal ratings agencies** in evaluating the financial health of municipal water and sewer systems. In fact, our project team has conducted financial feasibility analyses and other services in **support of the issuance of \$1 billion in utility bonds in just the past five years.**



A representative listing of all services we offer is provided below.

Rate Studies

- Water & Wastewater
- Reclaimed Water
- Stormwater
- Electric / Gas
- Solid Waste & Recycling
- General Government Services

Revenue Requirement / Cost of Service Analysis

- Utility Basis
- Cash Basis
- Utility Basis with Cash Residual
- Regional Cost Sharing
- Custom cost allocation modeling
- Custom Contract Cost Modeling

Long-Term Financial & Capital Plans

- Financial metrics
- Reserve level policies
- Bond feasibility plans
- Capital planning optimization models
- Sensitivity analysis
- Bond rating improvement plans

Development Fees / System Charges

- Legal compliance evaluation
- Buy-in fee development
- Incremental fee development
- Expert witness assistance
- Hybrid fee approaches
- Developer reimbursement plans

Financial Benchmarking

- Proprietary U.S. database of audited financials
- 100 data points per record
- 50,000 total financial metrics (current)
- Common-size financial statements
- 1, 3, and 5-year industry averages
- Peer group comparisons

Affordability Assessment

- Innovative and unique approach – WARi™
- Based on US Census Tract data and specific utility data
- Multi-year affordability metrics
- High-resolution maps highlight at-risk areas
- Regulatory/CSO case support
- Low-income program development

Revenue Variability Solutions

- Mitigation strategies
- Weather variability analysis
- Revenue risk assessment
- Weather-risk insurance products
- Custom underwriting solutions

Litigation Information

Stantec Consulting Services Inc. Financial Services Practice has not been involved in any litigation relative to the related scope within the past five (5) years.

Tab 5

Previous Experience



5. PREVIOUS EXPERIENCE

Members of our project team have completed hundreds of similar rate studies for clients across the country, as evidenced in the table below. Detailed descriptions for our most relevant examples to the City are presented on the following pages.

Client		Financial Forecasting & Revenue Requirements	Cost of Service Analysis	Rate Structure Development	Wholesale/Bulk Rate Analysis	Capacity Charges/Impact Fees	Miscellaneous Service Charges/Fees	Affordability Analysis/Wart™	Capital Improvement Finance Planning	Custom Modeling & Tool Development	Public/Stakeholder Engagement	Customer Billing & Demand Analysis	Financial Policy Development	Ordinance/Service Agreement Assistance
GA	Cobb County Marietta Water Authority	•	•	•	•	•	•	•	•	•	•	•	•	•
GA	Brunswick/Glynn County Joint Water & Sewer	•	•	•	•	•	•	•	•	•	•	•	•	•
GA	City of Rome	•	•	•	•	•	•	•	•	•	•	•	•	•
GA	Bartow County	•	•	•	•	•	•	•	•	•	•	•	•	•
GA	City of Flowery Branch	•	•	•	•	•	•	•	•	•	•	•	•	•
GA	City of Perry	•	•	•	•	•	•	•	•	•	•	•	•	•
GA	Glynn County	•	•	•	•	•	•	•	•	•	•	•	•	•
AL	Decatur Utilities	•	•	•	•	•	•	•	•	•	•	•	•	•
AL	Mobile Area Water and Sewer System	•	•	•	•	•	•	•	•	•	•	•	•	•
MS	Diamondhead Water & Sewer District	•	•	•	•	•	•	•	•	•	•	•	•	•
FL	JEA (Jacksonville)	•	•	•	•	•	•	•	•	•	•	•	•	•
FL	City of Clearwater	•	•	•	•	•	•	•	•	•	•	•	•	•
FL	City of St. Petersburg	•	•	•	•	•	•	•	•	•	•	•	•	•
FL	City of Cocoa	•	•	•	•	•	•	•	•	•	•	•	•	•
FL	City of Fort Myers	•	•	•	•	•	•	•	•	•	•	•	•	•
SC	Town of Lexington	•	•	•	•	•	•	•	•	•	•	•	•	•
SC	Powdersville Water District	•	•	•	•	•	•	•	•	•	•	•	•	•
TN	Harpeth Valley Utilities District	•	•	•	•	•	•	•	•	•	•	•	•	•
NC	Orange Water and Sewer Authority	•	•	•	•	•	•	•	•	•	•	•	•	•
NC	Town of Cary	•	•	•	•	•	•	•	•	•	•	•	•	•
NC	Union County	•	•	•	•	•	•	•	•	•	•	•	•	•
NC	University of North Carolina at Chapel Hill	•	•	•	•	•	•	•	•	•	•	•	•	•
NC	City of Wendell	•	•	•	•	•	•	•	•	•	•	•	•	•
VA	City of Chesapeake	•	•	•	•	•	•	•	•	•	•	•	•	•
VA	Henrico County	•	•	•	•	•	•	•	•	•	•	•	•	•
VA	James City Service Authority	•	•	•	•	•	•	•	•	•	•	•	•	•
VA	Town of Front Royal	•	•	•	•	•	•	•	•	•	•	•	•	•
VA	BVU Authority	•	•	•	•	•	•	•	•	•	•	•	•	•
VA	Loudoun Water	•	•	•	•	•	•	•	•	•	•	•	•	•

City of Fort Lauderdale, FL Financial Consulting Services

We have served as the water and wastewater rate and financial consultants for the City since 2008, and during that time we have performed a variety of services, including:

1. Detailed analysis of historical customer counts and demands as well as the development of multi-year projections of the same.
2. Development of multi-year financial management plans and rate adjustment plans.
3. Detailed cost of service allocations isolating costs between water and sewer services.
4. Detailed cost allocations apportioning the cost of service between retail and wholesale users.
5. Evaluation of the base and volumetric charges and the subsequent development of modifications to the structure of those charges as appropriate to conform to accepted industry and local practices as well as enhance affordability for low volume users and provide a greater price incentive for conservation to larger volume users with discretionary use.
6. Development of water shortage surcharges (drought surcharges).
7. Preparation of financial feasibility reports in support of the issuance of bonds, including participation in presentations to the major rating agencies.
8. Updates to water and sewer impact/capital cost recovery fees and other miscellaneous charges.

In addition to water and wastewater services, we have provided stormwater rate consulting services periodically for the City since 2011. Most recent, we were contracted to develop an alternative cost allocation and rate structure for the stormwater system. First, we **developed a ten year financial sustainability plan for the utility to determine the overall annual revenue** required to fund the identified CIP and O&M costs over the projection period. Second, we **developed an alternative cost apportionment methodology based upon trip generation rates as the City's stormwater system addresses flooding in roadways as opposed to properties.** Finally, we developed a two tiered rate structure to address 1) the "normal" stormwater costs throughout the City, and 2) the localized effects of mitigating "sunny day" flooding in some streets caused by tidal flooding resulting from the inexorable sea level rise that the City has been experiencing over the past 20 years.

We also completed a long-term financial modeling and sustainability analysis in which we developed a common financial forecasting modeling platform that we have used for real-time evaluation and understanding relative to key services, including the City's General Fund and seven other separate major funds (Water/Sewer, Regional Wastewater, Stormwater, Sanitation, Airport, Parking, and Building funds).

Dates of Services: 2008 - Present

Client Contact: Ms. Laura Aker Reece, Budget Manager, 101 NE 3rd Ave, Suite 1400, Fort Lauderdale, FL 33301, (954) 828-5894, lreece@fortlauderdale.gov

Pasco County, FL

Utility Rate Structure Analysis & Other Services

We were recently awarded a continuing services contract with the County to conduct periodic rate and financial studies for the County's water, wastewater, reclaimed water and solid waste utilities. As part of the contract, we will perform various economic analyses, analysis of the County's current rate structures, impact fees, and miscellaneous fees, and recommend an approach or approaches for capital funding, revenue sufficiency, and capital charges.

The initial task order included a water and wastewater revenue sufficiency analysis, which we recently completed. The objectives were to develop a multi-year utility financial management plan and perform a local cost comparison for the typical residential customer. To begin the study, we identified the revenue requirements of the system, including purchased water expenses and capital improvement projects. Challenges that were addressed during this portion of the study were that the purchased water costs are not directly controlled by the utility, and that there was a need for significant capital improvements for system expansion as well as renewal and replacement. We accounted for both of these challenges when developing the multi-year financial plan.

Using our FAMS-XL modeling system, we customized a financial plan to account for customer and usage data, revenues, and all revenue requirements of the utility system. We then developed alternative financial management plans in order to achieve and maintain strong debt service coverage ratios, maintain sufficient operating reserves (6 months of O&M expenses in FY 2017 and 9 months of O&M expenses by FY 2020), and develop a manageable capital financing plan. We worked with staff in interactive work sessions to develop these plans, which were ultimately presented to the County Commission.

During the County Commission meeting, we reviewed the models in a live, interactive setting to demonstrate how our modeling system works. As a result of the presentation, we have initiated a comprehensive rate study to further evaluate the cost of service and rate structure of the water and sewer rates, as well as to conduct a detailed review of the miscellaneous service charges and impact fees of the water resources utility.

Dates of Services: 2016 - Present

Client Contact: Mr. Flip Mellinger, Assistant County Administrator, Utilities, 19420 Central Blvd., Land O' Lakes, FL 34637, (727) 847-8145, flipmellinger@pascocountyfl.net

City of Cocoa, FL

Water, Wastewater & Reclaimed Water Cost of Service and Rate Study

We conducted a comprehensive water, wastewater, and reclaimed water cost of service and rate study, including development of a ten-year financial management plan, rate design, impact fees, and specific service charges. We evaluated the City's current inclining block rate structure and recommended refinements to number of usage blocks, block ranges, and rates for each new block. We also developed updated water and wastewater impact fees, including assessment of the effects of adjusted impact fees upon the rate plan scenarios in the rate revenue forecast.

During this work, we used our FAMS-XL model to replicate the financial dynamics of the City's Water and Sewer Enterprise Fund and we evaluated several scenarios of capital funding alternatives, demands, and annual rate adjustments with City staff for presentation to City management. We have since provided several updates to the revenue sufficiency analysis, including updates to the financial management plan and multi-year plan of rate adjustments.

We also recently completed an integrated financial sustainability analysis for the City. This analysis included the General Fund, the Water and Wastewater Fund, and the Fire Assessment. The analysis identified an integrated solution to the identified budget shortfall that involved a water and wastewater transfer to the General Fund and an increase in the Fire Assessment to fund the portion of additional staffing, facilities and equipment that cannot be funded by the General Fund. We are in the process of updating the Fire Assessment in conformance with the plan developed in the above described integrated financial sustainability analysis. We are also in the process of updating the Water and Sewer Ten Year Financial Sustainability Analysis, as well as an update of the Integrated General Fund Financial Sustainability Analysis.

In addition to the above, we are completing the comprehensive development of a Regional Water Supply Rate for the City in cooperation with four (4) regional partners, Orange County the Orlando Utility Commission, the Tohoe Water Authority and the Deseret Ranch. We have developed a detailed cost allocation analysis to allocate the costs of the Cocoa Water and Sewer System to services (water, sewer and reclaimed water), then to allocate the water costs to customer cost pools in order to isolate the costs associated with the provision of water service to the regional partners, from which a regional rate is developed.

Dates of Services: 2009 - Present

Client Contact: Mr. John Titkanich, City Manager, 65 Stone Street, Cocoa, FL 32922 (321) 433-8484, jtitkanich@cocoafl.org

City of Clearwater, FL

Utility Rate Study Services

We have been performing periodic comprehensive annual rate studies for the City's water, sewer, reclaimed water, solid waste, recycling, and stormwater utilities for over 20 years, including:

1. Detailed analysis of historical customer and demand data, including the development of multi-year projections of the same based upon current economic and environmental conditions
2. Development of multi-year financial forecasts and rate adjustment plans for each utility
3. Cost of service allocations isolating costs between systems and customer classes
4. Development of rate structures that ensure fair and equitable rates and conformance to accepted industry practices and legal precedent
5. Assistance in developing and updating various miscellaneous charges
6. Establishment of a stormwater utility fee and annual revenue sufficiency evaluations
7. Presentations of the results to City management, elected officials, and stakeholders
8. Support in the issuance of bonds, including presentations to the major rating agencies

Although we have performed many water and sewer rate analyses for the City, of note relative to application of our experience and expertise to other areas of the City's utility operations, we recently completed a Solid Waste and Recycling Revenue Sufficiency Analysis during which we individually modeled the respective utility systems. We had previously conducted a rate study three years prior, but several changes to utility operations had since occurred which needed to be incorporated into the financial plan. Most notably, the City implemented single-stream recycling collection, which has increased the total material being recycled, but the material is resulting in a reduced revenue level as comingled material has less value. In addition, several capital investment and operational changes also needed to be considered, including rebuilding of a solid waste transfer station and consideration of building a new single-stream recycling sorting facility.

We developed individual models for the Solid Waste and Recycling Funds in order to evaluate the sufficiency of the rates, including the considerations of new capital and operational changes. We then built a combined model to evaluate how a consolidated Solid Waste & Recycling Enterprise Fund (Fund) would benefit the City, due to recent changes, including the implementation of single-stream recycling that benefits both systems.

As separate enterprise funds, the Solid Waste Fund would require minor, inflationary rate increases to remain sustainable, however the Recycling Fund would require significant increases in order to eliminate the cash flow deficit caused by reduced revenues from comingled recycling. By forming a single Enterprise Fund, the cash flow issues and corresponding large rate adjustment of the Recycling Fund would be mitigated by the larger fund balance and adequate cash flows of the Solid Waste Fund. The City recently officially combined the funds as of October 1, 2014, and the rates of the new fund will require only inflationary increases for the five-year planning period.

Dates of Services: 1995 - Present

Client Contact: Mr. Jay Ravins, Finance Director, 112 S. Osceola Avenue, Clearwater, FL 33756, (727) 562-4040, Jay.Ravins@myclearwater.com

Tab 6

Project Team

Project Team

6. PROJECT TEAM

We have a tremendous amount of experience with and knowledge of a variety of accepted ratemaking and cost of service methodologies, including practices and approaches identified in **American Water Works Association (AWWA) and Water Environment Federation (WEF)** manuals, as well as accepted industry practices in various parts of the country. In addition, we are very **familiar with the financial criteria used by the municipal ratings agencies** in evaluating the financial health of municipal water and sewer systems. In fact, our project team has conducted financial feasibility analyses and other services in **support of the issuance of \$1 billion in utility bonds in just the past five years.**

We have carefully selected our proposed project team with members that are experienced in each service requested by the City. Moreover, if additional resources are needed at any time during the conduct of the study, we have 30+ specialized rate and financial consultants that could step in to provide supplemental services to our team. As such, we will not be using a sub-consultant during the course of this study. We have structured our project team with members experienced in:

- ✓ **Development of Multi-Year Financial Management Plans and Rate Programs**, for systems of similar size operated by local government agencies, including capital and operations & maintenance expense budgeting, grant funding, and ensuring government finance best practices
- ✓ **Cost of Service Allocations According to AWWA and WEF Guidelines**, with the expertise to analyze system configurations, facilities, plans, design criteria, usage characteristics, etc. in the context of allocating costs in order to establish fair and equitable rates for all customers
- ✓ **Retail and Wholesale Rate Structure Concepts** and their practical application to address specific local policy objectives (such as affordability, conservation, fixed cost recovery/revenue stability) while conforming to accepted industry practice and legal precedent (both nationally and locally)
- ✓ **Financial Policy Review** including the development of specific targets relative to various types of reserves, capital spending, debt levels, affordability, and other metrics
- ✓ **Development of Specific Fees and Charges**, including development of tap fees, connection fees, and system development charges
- ✓ **Preparation of Public Education and Outreach Initiatives**, including special purpose public engagement meetings and presentation of information about the rate study process, identification of key system issues/challenges, necessity of any rate adjustments, national trends and local benchmarking, as well as customer impacts

Below presents the organizational structure of our project team followed by brief bios for each team member. Complete resumes can be found in Appendix A.

We are better together

When we combine our unique strengths and passion, we reach our full potential as an organization and trusted advisors to our clients.



Michael Burton, Director

“As Project Principal I will be responsible for the overall success of the project, attend all client meetings and will be the main point of contact for the City”

Mr. Burton has over 37 years of utility financial planning and rate experience for water, wastewater, reclaimed water, stormwater, solid waste, and recycling systems. He served for seven years on the AWWA Rates and Charges Committee where he co-authored AWWA Manual M54 - Developing Rates for Small Systems. Mr. Burton has personally conducted and/or managed over 700 water resources utility rate studies, and he has extensive experience performing cost of service studies for a variety of utility systems employing accepted industry practices.

EDUCATION

Bachelors of Industrial Engineering, 1970, University of Florida, Gainesville

MEMBERSHIPS

AWWA Rates and Charges Committee

SPECIALIZATIONS

Design of Financial Management and Rate Programs

Development of Infrastructure Financing Programs & Cost Recovery Mechanisms

Development of User Charges

INDUSTRY PUBLICATIONS

AWWA Manual M54 – Developing Rate for Small Systems, Co-Author for AWWA, 2004

Florida Section of the AWWA Conference – Funding Total Water Management (Co-Author, Orlando, FL)

Central Florida Alternative Water Supply Strategy Workshop of Water Management Districts and My Region Served on a Select Panel of industry experts as a Water Resources Economics and Pricing Panelist (Orlando, FL)

Andrew Burnham, Director

“As QA/QC and Technical Advisor, I will provide general oversight to the methodologies used throughout the conduct of the study.”

Mr. Burnham is a leader in our industry and has provided exemplary professional consulting services to our clients for many years. Andy has extensive experience in utility financial planning, cost allocation, and rate development, during which he has been recognized as an industry expert as part of utility rate-related regulatory proceedings in multiple states and territories. Mr. Burnham is currently serving on the AWWA Rates and Charges Committee, and was actively involved in the recent update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, notably in regards to outside city retail and wholesale rates.

EDUCATION

Bachelors of Business Administration, 2000, Lake Superior State University, Sault Ste. Marie, MI

MEMBERSHIPS

AWWA Rates and Charges Committee

AWWA Financial Accounting & Management Controls Committee

WEF Management Committee

Florida Governmental Finance Officers Association

INDUSTRY PRESENTATIONS

Florida Governmental Finance Officers Association School of Government – Long-Term Financial Modeling and Sustainability Analysis (Co-Author, Sarasota, FL)

WEFTEC – Funding Reuse as it Emerges from an Effluent Disposal Alternative to Water Resource (Co-Author, Orlando, FL)

AWWA & WEF Utility Management Conference - Water Re-using this for? (Co-Author, Austin, TX)

Jeff Dykstra, Managing Consultant

"As Project Manager, I will work closely with our team to ensure the quality and accuracy of the analysis and deliverables, including compliance with schedule and budget."

Mr. Dykstra is a Managing Consultant with eight years of experience. He is responsible for managing projects related to water utility finance, developing financial and pro forma models for utilities, performing cost-of-service and rate analyses, and analyzing utility finances and operations.

He has assisted in the development of many dynamic Microsoft Excel based financial models for utility financial planning purposes and of utility operational benchmarking metrics, cost-of-service and rate analyses, rate surveys, benchmarking studies, and revenue bond and operational feasibility analyses.

EDUCATION

B.A., Business Administration, Finance, Dordt
College, IA 2008

AREAS OF PRACTICE

Water Resources
Water & Sewer
Reclaimed Water
Stormwater

Sanitation

Road & Drainage

Vita Paltridge, Consultant

"As Project Consultant, I will be in charge of the overall modeling efforts necessary to complete the scope of work."

Ms. Paltridge is a Consultant with four years of experience providing financial services, including utility rate design and development of assessment fee and other taxing/fee programs. She has superior financial, business, and analytical skills and has experience in performing day-to-day project activities, including scheduling, budgeting and client meetings.

She has strong Excel modeling skills and is experienced in developing financial models, and in working with our proprietary interactive model.

EDUCATION

Bachelor of Science in International Economics,
2002, Florida Atlantic University, Boca Raton, FL

Masters of Business Administration in Finance,
2010, Nova Southeastern University, Davie, FL

AREAS OF PRACTICE

Water Resources
Water & Sewer
Reclaimed Water
Stormwater
General Government
Fire/EMS
Parks & Recreation
Library
Roads

Patrick Luce, Analyst

“As the Project Analyst, I will work extensively with all data provided to populate the initial models to be used, including any unique customizations and scenario requirements.”

Mr. Luce is a Project Analyst with Stantec. He has experience in populating and customizing the long-term financial planning, cost allocation, rate design, impact fee, and miscellaneous service fee modules of our modeling system. He has superior financial, business, and analytical skills and has provided our clients with exemplary financial analysis based on application of sound financial and economic concepts.

EDUCATION

Masters of Economics, 2015, University of South Florida, Tampa, Florida

Bachelors in Economics and Bachelors in Finance, 2013, University of Tampa, Tampa, Florida

AREAS OF PRACTICE

Water Resources

Water & Sewer

Reclaimed Water

Stormwater

Sanitation

SPECIALIZATIONS

Long-Term Financial Plan Development
Cost of Service, Cost Allocation & Rate Studies

Development of Impact Fees

Development of Capital Finance Plans

System & Property Valuation and Analysis

Operations and Performance Reviews, Strategic Planning, Financial Feasibility Analyses, and Annexation Analyses

Stakeholder Outreach/Educations Programs

Peter Napoli, Analyst

“As the Project Analyst, I will work extensively with all data provided to populate the initial models to be used, including any unique customizations and scenario requirements.”

Mr. Napoli has experience in populating and customizing the utility long-term financial planning, impact fee and rate design modules in our FAMS-XL modeling system. He has also been an integral part of the growing General Government Financial Sustainability modelling and consulting team. He has superior financial, business and analytical skills and has provided our clients with exemplary financial analysis based on application of sound financial and economic concepts

EDUCATION

Bachelors of Business Administration in Finance, 2015, University of North Florida, Jacksonville, FL

AREAS OF PRACTICE

Water Resources

Water & Sewer

Reclaimed Water

Stormwater

General Government

Fire/EMS

Parks & Recreation

Library

Roads

SPECIALIZATIONS

Long-Term Financial Plan Development

Development of Impact Fees

Development of Special Assessments

Development of Capital Finance Plans

Property Data Analytics

Customer, Demand, and Revenue Forecasts

Tab 7

Project Management &
Quality Control



Quality Control

7. PROJECT MANAGEMENT & QUALITY CONTROL

At Stantec, we pride ourselves on providing the highest level of service to our clients in the timeliest and cost-effective manner possible. We exercise significant internal quality assurance and quality control prior to meeting with clients or publishing study results using the quality control and project management techniques we have developed over the years to ensure our projects meet stated objectives, stay within budget, and are completed on schedule. Our experienced and cross-trained team will ensure that the City receives an unparalleled quality of service throughout the conduct of the study.

For these types of services, we will typically structure a project team with a Project Manager to lead overall completion of the study, a QA/QC Technical Advisor to provide insight on the methodologies and ensure the accuracy of all components of the analysis, and Project Consultants and Analysts to provide model population and customization activities.



We dedicate a substantial amount of our time to internal model and document reviews with our project team. This includes allotting time for managerial, technical and administrative tasks. Through the course of several such internal review sessions and interactive work sessions with City staff, **we are able to ensure all data, assumptions, and results are thoroughly vetted with all team members involved in each study, resulting in the highest quality final work products. Additionally, we will conduct progress meetings throughout the study as part of our interactive approach.** We will provide interim work products to City staff throughout the study for their review, input and feedback, which is then incorporated before moving on to the next step in the study.

To ensure the project is completed on time and within budget, we use additional scheduling tools, including a Detailed Internal Critical Path & Key Date Schedule, to map out our projects from start to finish. We include key meeting dates with staff, internal deadlines for work products, and internal QA/QC reviews in order to ensure that our projects are completed within the desired timeframe, as well as to ensure the accuracy of all work products we prepare.

Moreover, we have access to and utilize advanced project management training, tools, and processes including scope planning and control, quality planning and management, resource planning, financial planning and risk monitoring, as well as schedule control and budget control tools that ensure we will stay within scope, on time, and within budget.

In the unlikely event there is a loss of key personnel, we have 35 highly qualified individuals on staff that will be available to fill in at each level of our project team. The following table identifies the proposed primary team member that will be assigned to the project, along with a secondary team member available to fill in if there is a loss in personnel.

Role in Project	Primary Member	Secondary Member
Project Principal	Michael Burton	William Ziebertz
QA/QC Technical Advisor	Andrew Burnham	Dave Hyder
Project Manager	Jeff Dykstra	Eric Grau
Project Consultant	Vita Paltridge	Leticia Gaglianone
Project Analyst	Patrick Luce	Alexander Bellino
Project Analyst	Peter Napoli	Deborah Kloeckner

While we currently serve several clients throughout Florida and the United States, we have the capacity to conduct the services requested by the City. Our project team is highly experienced in providing these services concurrently with other projects. The table below presents our estimated recent, current and projected work load, based on percentage of total time, for each team member.

Team Member	Recent Work Load	Current Work Load	Projected Work Load	Availability for City
Michael Burton	40%	40%	40%	60%
Andrew Burnham	70%	65%	65%	35%
Jeff Dykstra	70%	60%	60%	40%
Vita Paltridge	80%	75%	60%	40%
Patrick Luce	80%	65%	50%	50%
Peter Napoli	70%	65%	50%	50%



Note: Stantec Consulting Services Inc. carries errors and omissions insurance. Similarly, the Financial Services Practice of Stantec has not received any errors and omissions claims of similar scope of work from previous clients.

Tab 8

Project Approach



8. PROJECT APPROACH

We understand the City is looking for a utility rate consultant to perform various economic analyses, analysis of its current rate structures, impact fees, and miscellaneous fees, and recommend an approach or approaches for capital funding, revenue sufficiency, and capital charges. While rate adjustments are typically part of long-term financial sustainability, we understand the pre-requisites to enacting rate adjustments in today's environment. Utilities must first evaluate all cost containment and efficiency opportunities, as well as optimize non-rate related cost recovery mechanisms (such as impact fees and miscellaneous charges). Even after doing these things, an explicit understanding of the drivers of changes to rates and the ability to communicate them to stakeholders is critical.

An overview description of how our modeling process optimizes the funding of a capital improvement program is presented below. It is important to note the last point below, which is typically the optimized solution that is required.

How it Works
The capital projects funding algorithm manages an optimization process that repeats itself as many times as necessary until a solution is found—one that minimizes both the debt issued and the rate increases needed!



Evaluate Goals and Constraints
The algorithm reads the debt service coverage target, minimum reserve fund balance target, and other inputted values and stores them as constraints.



Propose Debt Ceiling
For a selected period between one and three years, the algorithm proposes a debt ceiling to cover any cash flow gaps sufficient to fund projects without taking reserves below the target balance.



Calculate Level Rate Increase
If a rate increase is necessary to meet the constraints, the algorithm changes rates at an equal level for each of the one to three years being considered.



Recalculate Need For Debt and Reduce
If the rate increases raise additional cash, the algorithm reduces the amount of debt in the ceiling to the minimum needed.



Adjust For Revenue Limited Scenario
If there is a political limit on the level of rate increases possible (which is usually the case), the rate increases are set at that limit and the algorithm determines the optimum level of capital that can be funded and the optimum mix of cash and debt funding within the revenue constraints.

To initialize each respective study, we will meet with City staff to finalize the scope of services, discuss key issues, data requirements, stakeholder concerns, and the overall project schedule. Once data has been received and thoroughly reviewed by our team, we begin the modeling process.

Revenue Sufficiency Analysis/Financial Sustainability - We will use our revenue sufficiency and financial planning module to evaluate alternative multi-year financial management plans for the water and wastewater systems, including projected annual revenue requirements and rate adjustments based upon the current rate structure. This module allows for examination of operating expense changes, growth and consumption trends, alternative capital spending, debt service coverage ratios, and reserve levels, as well as other financial policies/goals that affect the revenue requirements of the systems.

In addition to evaluating financial goals and objectives, we will also evaluate alternative demand projections, changes in usage patterns, elasticity of customer demand in response to rate increases, and other variables that could affect water use within the City.

Water use patterns are influenced by price signals, but changes in customer behavior result from many non-price factors, including rainfall, conservation programs, and economic conditions. We will analyze probable ranges of demand changes in response to different degrees of rate increases, weather patterns, rate structure changes, etc. Price elasticity is not identical between communities, or even within a single service area, but it is possible to model the implications for revenue generation and to be prepared to address changes in demand patterns. Prudent planning requires that utilities prepare for reductions and changes in demand patterns, and such planning will be incorporated in our process to achieve the financial and fund balance targets of the City.

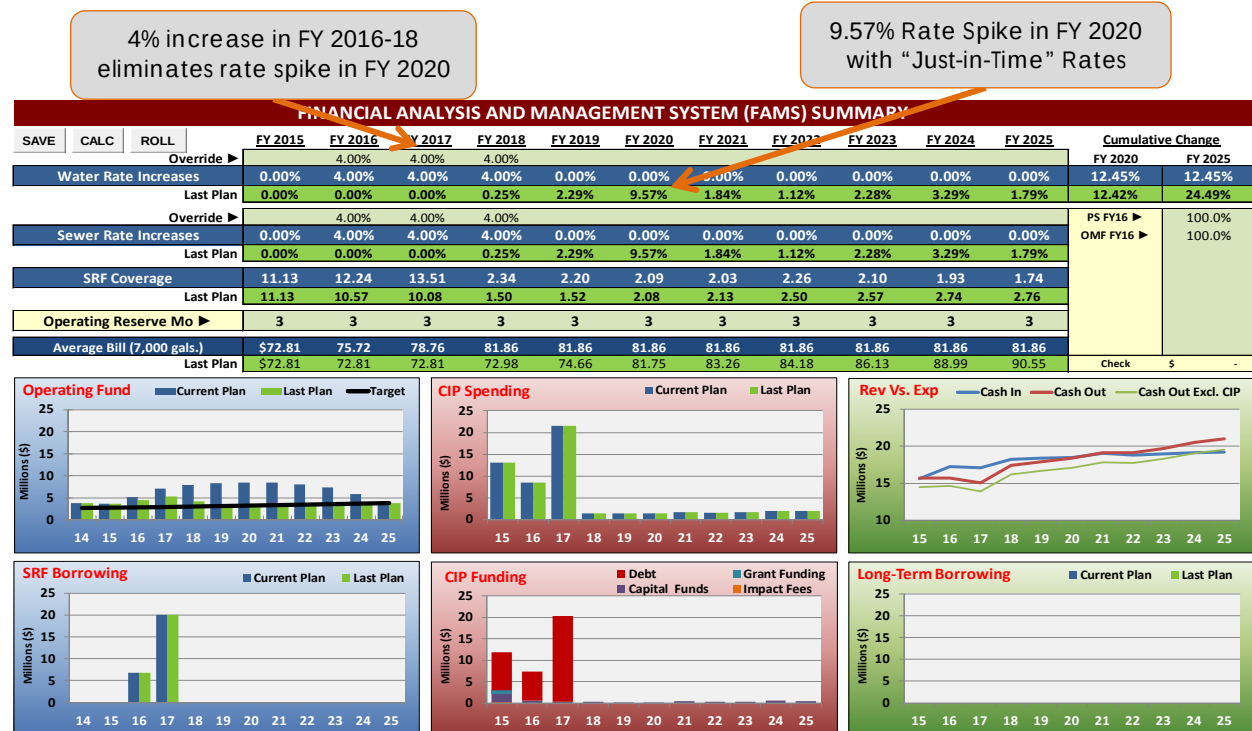


The financial planning module provides a valuable capital planning tool which we will use to review the City's capital program and to evaluate the impacts of alternative projects, costs, timing, and funding sources. Our capital planning tool allows us to evaluate the current and recommended investments for improvements as well renewal and replacement of utility systems and the financial impacts to customers. The proper basis for setting rates and fees incorporates a complete and forward-looking capital improvements program (CIP), not necessarily the capital spending in the current plan, or as reflected by recent years' budgets. We'll help you establish a sustainable capital spending basis that will contribute to the long term sustainability of the City's utility operations.

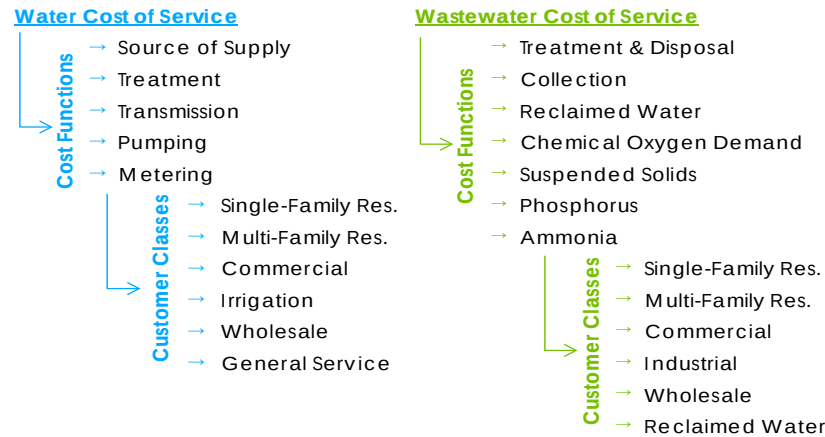
For all scenarios reviewed, the financial planning module will develop a funding plan, including the identification of the amount, timing, and type of borrowing required as may be necessary. We will examine the use of debt financing for capital improvements and assess the impact of current levels of debt financing, as well as building a financing scenario to support the City in maintaining a proper balance of cash and debt funding of capital projects, debt service coverage and rate stabilization over the study period. As with capital planning, the purpose is not to supplant the financial planning and management currently performed by the City. Instead, our practice is to create a set of financing and funding assumptions that incorporate the City's capital and management plans to create a fluid tool for management planning and rate discussions.

Closely related to this analysis is an examination of adequacy of reserves for operating and capital projects. Adequate reserves are fundamental to achieving financial stability, and can help some systems to avoid sudden or disruptive rate adjustments in the face of unanticipated operating or capital needs. We will examine the City's fund balances and incorporate these balances and alternative reserve policies into the interactive planning process and the conversations we will have regarding financial sustainability.

An example of a control panel of a revenue sufficiency and financial planning module used in the interactive work sessions for the development of a ten-year financial plan for a water and wastewater system is presented on the following page. The green bars and panels represent the "last" scenario evaluated, which was "just-in-time" rates, resulting in a rate spike in FY 2020, followed by varying increases throughout the forecast. The blue bars and panels represent the "active" scenario, which includes lower levels of rate increases in the initial three years, followed by no increases thereafter. As can be seen, the financial consequences of the earlier somewhat smaller rate increases in the "active" scenario are acceptable, and that the rate increases provide smaller, more predictable customer impacts.



Cost Allocation and Rate Design - The cost allocation and rate design module allows us to determine the total cost of service and revenue requirements to ensure each utility system is functionalized and its costs are properly distributed to customer classes. We will perform an independent review of the current rate structures for each customer class and look at alternative rate structures that may better serve the City's fiscal stability and/or public policy objectives relating to fixed cost recovery, economic development, conservation, and affordability, while ensuring a fair and equitable distribution of costs, and conformance to accepted industry practice, legal precedent, and terms of any service agreements.



At the conclusion of the cost allocation portion of the analysis, we compare the resulting allocation of revenue requirements to the revenue generated by the current rates for each customer class. To the extent current revenue recovery levels are not in line with the results of the cost of service allocation analysis, we evaluate alternative levels of revenue recovery by class of customer within the rate structure analysis that would better comport with the identified cost of service allocations. The objective is establishing and demonstrating equity in cost recovery by class, which is fundamental to maintaining a resilient rate structure over the long term.

At this time, we also evaluate the various customer classes and existing rate structure in order to recommend any changes, which may include adding a customer class or combining existing customer classes, based upon the results of the cost of service allocation analysis.

Impact Fees and Miscellaneous Service Charges - Our modeling system also includes an impact fee module to calculate capital cost recovery fees. Similarly, our modeling system includes a miscellaneous service charge module that is used to calculate miscellaneous fees, such as tap fees, hydrant fees, backflow prevention fees, etc. We will identify the appropriate cost-of-service for the City's existing fees in addition to identifying new miscellaneous fees which will serve to reduce or minimize the need for rate adjustments. This will include preparing a comparative rate/fee survey to determine what other communities in the area are charging.

Assist in the Bond Process - Upon completion of the analysis, we will prepare a formal Bond Feasibility Report (Report) for inclusion within an Official Statement. We have extensive experience in providing bond feasibility reports, and we will prepare a customized report and presentation that is consistent with the expectations and requirements of the City's financing team and the major rating agencies.

Assist in Ordinance Preparation – At the conclusion of the study, we will provide assistance in development and/or review of any of the City's inter local agreements, developer line extension policies and agreements, including the preparation and processing of loan applications. This includes updates to the City's Rate Ordinance, as necessary, to account for any updates or adjustments made to the rates and fees during the study. We can review all modifications in detail with City staff and/or legal representation to ensure the code is updated properly and reflects the results and recommendations of the study.

Additionally, we can review all service agreements, franchise agreements and acquisitions contracts, extension and development agreements, reclaimed water usage agreements and inter-local agreements between the City and other public agencies. If requested, we can also provide services such as drafting agreements and negotiations among specified parties and performance of economic analyses required for evaluation.

Licensing of our Model(s) – As an optional task, we can provide you with any of the modeling tools used at no additional cost. The models you will receive are fully functioning Excel-based models, and can be used by staff for future updates. We do require that the City signs a usage and non-disclosure agreement for any of our modeling tools in order to protect the propriety nature of our modeling system. Within the agreement, we also typically identify the parameters for any future maintenance, updates, and support services that the City may desire. Upon request, we can provide a sample agreement that we have used with our clients.

We can prepare customized user manuals for the modules of our system that you license as well as onsite training for staff to ensure the future beneficial use of the modules by the City. For each tab of the model, the user manuals present the purpose and important features of each tab, describe how to update each tab, and identify other tabs within the model that are dependent upon or linked to each tab.

Tab 9

Public Involvement Experience
& Innovations



9. PUBLIC INVOLVEMENT EXPERIENCE & INNOVATION

Public support for rate design depends on whether or not the public perceives the utility as taking their interests to heart and the rates as fair. We recognize that rates play an important role in supporting public engagement and support of the utility overall, and we know that presenting the results of rate work is not merely a “checkbox” exercise.

Developing or enhancing public support requires openness and a high degree of clarity in all presentations and discussions at public hearings. Minor misunderstandings of the underlying rationale for a selected approach can cause disproportionate dissatisfaction with any proposed change in rates. We know that our support is not complete until the City has been able to adopt and implement any rate or fee changes desired as a result of the project, so we communicate with that goal in mind from beginning to end.



It has been our experience that the early and continued involvement of stakeholders in the rate study process is incredibly beneficial and increases public acceptance of needed rate adjustments.

We often engage all stakeholders at the beginning of the project to have a sort of “Rates 101” presentation that discusses the concepts of utility enterprise funds, explains the rate study process, presents national and local data/trends, and identifies areas of emphasis/focus during the rate study. This forum is very educational and also allows interested stakeholders the opportunity to share any concerns/objectives early in the process so that they may be properly considered. We then engage interested stakeholders again in the finalization of the process via a special purpose meeting to provide an advance understanding of the rates prior to presentation to elected officials so that any final changes can be made as appropriate in response.

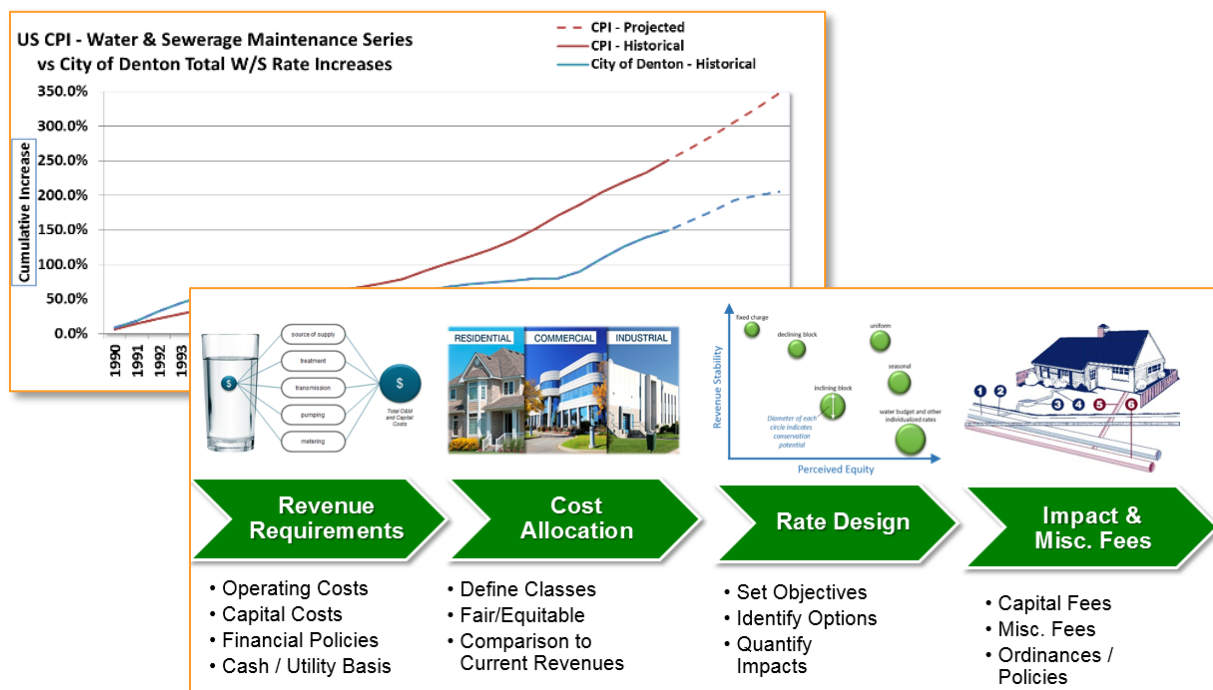
We have specific experience in facilitating formal stakeholder outreach initiatives, a recent example of which was for the City of Venice, FL. In this case, there was a formal Stakeholder Work Group made up of representatives from each customer class. The Stakeholder Work Group had some serious concerns about what they perceived as inequity in the water and sewer rate structure, particularly as it related to the multi-family class. We started our facilitation with the rates 101 approach described above and proceeded with a detailed evaluation of their concerns and how the current rate structure did or didn’t deal with certain rate making principals that were germane to their concerns. We work with the group over several meeting, during most of which we presented our rate model and demonstrated the changes to the structure that we recommended and how those changes would affect the various customer classes. It was a very open and transparent process and in the end the Stakeholder Work Group

unanimously recommended adoption of the rates to the City Council. As were concluding the process a number of the members of the Stakeholder Work Group stated that they weren't opposed to providing the utility with its needed revenue, but they wanted the rates to be fair and that they felt that the process that we facilitated achieved that.

We also often engage governing boards at the beginning of the project, and then again in the finalization of the rate design process to provide these community leaders an advance understanding of the rates and make subsequent public discourse less confused.

Higher and lower levels of involvement for elected officials can be appropriate in different circumstances, but staff involvement in the way we communicate study results is always critical. Throughout the conduct of the Study, our project team will work closely with City staff to prepare for and present meetings at critical points during the Study process. At the conclusion of the Study, we will first prepare a draft report, provide to City staff for comment, and then incorporate any edits into a final report. We will then present the results at various meetings determined by City staff, including presentations to the City Council at a regularly scheduled meeting as requested.

We will prepare detailed written reports of the study that clearly document the methods, results and recommendations. We have worked in many locations and with utilities facing a wide variety of circumstances. Our industry experience helps us to help you communicate the right level of detail in the right way to meet the City's objectives. In some cases, we have developed extensive outreach programs to address a wide variety of concerns, sometimes ranging beyond issues related to rates and charges. In other cases, very focused and brief communications provide the best approach. The following illustrations are examples of a visual aids that we have used to build an understanding of the rate study process.



Tab 10

Cost Proposal

Cost Proposal

Attachment: Palm Bay El - Stantec Proposal - Final (2060 - Utility Rate Study)

10. COST PROPOSAL

Pursuant to the RFP requirements, our cost proposal has been included under separate cover.

Tab 11

Additional Forms



Additional Forms

11. ADDITIONAL FORMS

- ✓ Identical Tie Proposal Sheet
- ✓ Proposer's Insurance Requirements Acknowledgement
- ✓ Business Tax Receipt
- ✓ Non-Collusion Affidavit
- ✓ Environmental Policy Form

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



 AUTHORIZED SIGNATURE

Stantec Consulting Services Inc.

 COMPANY

5-18-17

 DATE

**CITY OF PALM BAY
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP #48-0-2017 – FINANCIAL RATE & MANAGEMENT CONSULTANT SERVICES**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Proposer shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile: Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance or Errors and Omissions Insurance: Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Successful Proposer shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

ASB
Initial Here

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance **as a named additional insured** (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

 _____ Authorized Signature	_____ 200 Business Park Cir., Suit 101 Address
_____ Andrew Burnham, Director Printed Name & Title	_____ St. Augustine, FL 32095 City, State, Zip Code
_____ Stantec Consulting Services Inc. Company	_____ (904) 631-5109 Telephone Number
 _____ Date	_____ andrew.burnham@stantec.com Fax Number or Email address



Florida Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Stantec Consulting Services Inc.
325 25TH STREET SE
UNIT 200
CALGARY, AB T2A 7H8

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that

Stantec Consulting Services Inc.

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201905020 R



CA Lic. No:

27013

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Hillsborough

Andrew Burnham, being duly sworn, deposes and says that:

- | (1) | He/she is <u>Director</u> of <u>Stantec Consulting Services Inc.</u> ,
Title _____ Firm/Company _____ |
|-----|--|
| | the Proposer that has submitted the attached Proposal. |
| (2) | He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal. |
| (3) | Such Proposal is genuine and is not a collusive or sham Proposal. |
| (4) | 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, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, 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 Proposal 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 Palm Bay, Florida, or any person interested in the proposed Agreement. |
| (5) | The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant. |

(Signed) 
Director
(Title)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5/18/17 by Andrew Burnham, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Brooke Prescott (Signature of Notary Public)
(Name of Notary Typed, Printed or

Notary Public

(Notary's Seal) (Serial Number)

BROOKE PRECOURT
Notary Public, State of Florida
My Comm. Expires March 31, 2020
No. FF 977438



City of Palm Bay Utilities Department Environmental Policy

The City of Palm Bay Utilities Department has the responsibility to provide the citizenry of Palm Bay with superior drinking water and advanced treatment and disposal of wastewater. In recognition of the responsibilities that come with these activities, the Utilities Department is committed to Effective Utility Management (EUM) and conscientious stewardship of our water resources, the natural environment, and well-being of Utilities employees and the citizens of Palm Bay.

The Utilities Department has a commitment to manage its operations in compliance with federal, state, and local laws and regulations related to environmental quality and public and employee health and safety. The Utilities Department acknowledges that it is essential to the environment and health of the citizens that all operations and activities of the Department be conducted in accordance with EUM principles, which include sound environmental, health and safety practices. The Utilities Department is dedicated to build from a foundation of compliance with the aim of continuously improving environmental performance. To achieve this goal and promote sustainability, the Utilities Department will integrate the three decision making elements of the Sustainability Triple Bottom Line (environment, economy, and social equity). Specifically, the Department shall:

- Incorporate environmental considerations into our business decisions, activities, services, and products.
- Set measurable objectives to improve environmental and safety performance.
- Reduce the generation, discharge and emission of wastes to all environmental media - air, land, surface water, and groundwater - and if reduction is not a practical attempt alternatives such as conservation, recycling or reuse to limit waste creation.
- Anticipate emerging environmental issues and respond accordingly.
- Allocate and maintain, within our fiscal capabilities, resources for the effective implementation of environmental management and compliance programs.
- Encourage communication among employees, visitors, neighbors, and surrounding communities, suppliers, customers, regulatory agencies and the general public regarding Utilities Department's environmental issues.
- Implement a continuous improvement asset management system to minimize life cycle costs of equipment and infrastructure.

Every Utilities Department employee, intern, vendor, consultant, contractor, and volunteer has an obligation to comply with all applicable environmental laws and regulations and other Utilities Department requirements. Employee training will include a review of this policy and all applicable elements of GreenWay, our environmental management system.

☐ Consultant ☐ Contractor ☒ Vendor

Andrew Burnham

Print Name

[Signature]

Signature

Utilities Department Director

Stantec Consulting Services Inc.

Company

5-18-17

Date

10/18/16

Date

Issued: 05.05.16
Revision: 10

Print copies of this document are not regulated

Attachment: Palm Bay FL - Stantec Proposal - Final (2060 : Utility Rate Study)

Tab 12

Business Location Certification Statement

12. BUSINESS LOCATION CERTIFICATION STATEMENT

Attachment: Palm Bay FL - Stantec Proposal - Final (2060 : Utility Rate Study)

BUSINESS LOCATION CERTIFICATION STATEMENTSTATE OF FloridaCOUNTY OF HillsboroughAndrew Burnham, being duly sworn, deposes and says that:He/she is Director of Stantec Consulting Services Inc.
(Title) (Firm/Company)has submitted the attached Proposal, and is requesting consideration for additional points assigned for this submittal to the Chief Procurement Officer of the City of Palm Bay. PLEASE REVIEW "SPECIAL CONDITIONS" of this RFP located on Page 10.

- (1) _____ is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.

Firm / Company Name

- (2) _____ is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.

Firm / Company Name

- (3) _____ is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.

Firm / Company Name

- (6) Stantec Consulting Services Inc. is considered a **Class D** Business as defined in the City of Palm Bay Code of Ordinance and does not qualify for Business Location Certification. (Notary not required for Class "D")

Firm / Company Name

SIGNATURE: 

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his _____ day of _____, 2017.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: _____



Stantec
200 Business Park Circle, Suite 101
St. Augustine, FL 32095



CITY OF PALM BAY
PURCHASING & CONTRACT DIVISION
PHONE: (321) 952-3424 FAX: (321) 952-3401

PURCHASE
ORDER NO.

9.2.e
08/28/17

17166

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STANTEC CONSULTING SERVICES IN
370 INTERLOCKEN BLVD
SUITE 300
BROOMFIELD, CO 80021

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CITY OF PALM BAY
UTILITIES DEPARTMENT
1105 CLEARMONT ST. NE
PALM BAY, FL 32905

VENDOR NO.		DATE NEEDED		ACCOUNT NO.		E.O.B. POINT	
14357		08/31/17		421-8012-536.31-08		PALM BAY, FL	
REQUISITION BY:		REQUISITION DATE		REQUISITION NO.		CONTRACT NO.	
C. SMITH (EF)		08/21/17		61959		48-2017	
LINE NO.	QUANTITY/OM	ITEM DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	49142.00EA	TASK ORDER NO. 1 - WATER AND SEWER FINANCIAL SUSTAINABILITY ANALYSIS TASK 1 PROJECT INITIATION TASK 2 FINANCIAL SUSTAINABILITY MODEL TASK 3 COST ALLOCATION TO SERVICES TASK 4 PRESENT PRELIMINARY RESULTS TO CITY MANAGEMENT AND UAB TASK 5 REPORT PRESENTATION TOTAL ESTIMATED FEE (LABOR) \$46802 ESTIMATED EXPENSES \$ 2340 TOTAL NOT TO EXCEED FEE \$49142				1.0000	49142.00
						SUB-TOTAL	49142.00
						TOTAL	49142.00
REMARKS: Task Order #1, Water and Sewer Financial Sustainability Analysis							

BILL TO:

CITY OF PALM BAY - ACCOUNTS PAYABLE
120 MALABAR ROAD SE
PALM BAY, FL 32907

APPROVED:

[Signature]
BOBBYE MARSALA, CPPO, CPPB, C.P.M.
PURCHASING & CONTRACTS DIVISION MANAGER

FEDERAL IDENTIFICATION NO. 59-6018984

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012646361C-

- 1 - THIS CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
- 2 - PURCHASE ORDER NUMBER AND COMPLETE "SHIP TO" ADDRESS MUST APPEAR ON INVOICE AND ALL SHIPPING LABELS.
- 3 - ORDER SUBJECT TO TERMS AND CONDITIONS AS ON REVERSE OR ATTACHED.

GENERAL TERMS AND CONDITIONS

ACCEPTANCE: The terms and conditions of this order cannot be changed by the Seller. If the order is not acceptable, return this purchase order to the City's office of Purchasing. Failure of the seller to whom a purchase order is awarded to deliver according to the purchase order or to comply with any of the terms and conditions therein may disqualify the seller from receiving future orders.

ANTI-DISCRIMINATION: Sellers doing business with the CITY are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry or marital status with regard to but not limited to employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS: Neither the Purchase Order or payment due will be assigned.

DEFAULT: In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES: Deliveries are to be made during the hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS: Delays in deliveries can only be granted, in writing, by the City.

F.O.B.: All materials will be delivered F.O.B. Destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. Shipping Point, the vendor will prepay shipping charges and include them on the invoice.

GOVERNING LAW/VENUE /WAIVER OF JURY TRIAL: The rights of the parties hereto shall be construed in accordance with the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any legal action, proceeding or counterclaim. Venue shall be in Brevard County, Florida.

HOLD HARMLESS/INDEMNIFICATION: For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, including but not limited to the Seller's officers, officials, employees, representatives, agents, Sellers officers, etc., subcontractors and their officers, etc. (hereinafter Seller) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Seller in the execution, performance or non-performance or failure to adequately perform Seller's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

INSPECTION: All items delivered on this order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING: Invoices shall be sent in duplicate to the City of Palm Bay, Accounts Payable Division, 120 Malabar Road, SE, Palm Bay, FL 32907. It is understood and agreed that orders will be shipped at the established contract prices. Invoices in variance with this will be subject to contract cancellation.

LEGAL RESPONSIBILITY: By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall not be a cause for relief from responsibility.

LIMITATION OF LIABILITY: The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Seller pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Seller.

MODIFICATIONS: No modifications of this order shall be binding upon City unless approved by an authorized representative of City's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH: Items furnished shall meet all requirements for OSHA, as well as federal, state and local requirements of appropriate safety standard organizations. Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

PACKAGING: Packages must be plainly marked with the shipper's name and Purchase Order Number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. Order Number must appear on all invoices, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES: Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and agreed to by the City.

PUBLICITY: No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES: Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

REPRESENTATIVES: All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind both City and Seller.

RESPONSIBILITY: Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized City order.

TERMINATION: City reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Seller will be liable for excess cost of re-procurement.

TERMS: By accepting this order, the Seller agrees that payment terms shall be in accord with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

WARRANTY: Seller must warrant that the supplies and/or services furnished under this purchase order shall be covered by the most favorable commercial warranty to which the City is entitled under the law and Seller will not limit any rights afforded to the City by any other provisions of this order.

NOTE: ANY AND ALL SPECIAL CONDITIONS, AS AUTHORIZED BY THE CITY AND ATTACHED HERETO, THAT VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.



August 17, 2017

Mr. Edward G. Fontanin, P.E.
Utilities Director
City of Palm Bay
250 Osmosis Dr.
Palm Bay, FL 32909

Re: Task Order No. 1; Water and Sewer Financial Sustainability Analysis

Dear Mr. Fontanin:

As requested I have prepared the attached Task Order No. 1 to conduct a Financial Sustainability Analysis for your Water and Sewer System using our FAMS-XL interactive model (Model).

Project Description

The project will include adapting the Model to replicate your financial policies, funds and other financial dynamics that are unique to your utility. We will then load the model with relevant data and information regarding the history and projected performance of your utility and develop a diagnostic projection of the financial sustainability of your utility over a ten year projection period.

We will then develop alternative plans of annual rate adjustments that will be necessary to provide sufficient revenue to fund all of your utility's projected expenses over the projection period. We will also identify the timing and magnitude of borrowing requirements using the capital projects funding optimization feature of the Model. In addition, the Model can be used to produce required financial forecast schedules in support of the issuance of debt to include revenue bonds, SRF loans, and bank loans.

We will conduct several interactive work sessions with you and your staff during the project during which the Model will be up and running with the Control Plan projected on a large viewing screen. During these work sessions, we will explore alternative scenarios of annual rate adjustments, capital improvement programs (CIPs), debt versus cash funding of capital projects, and other alternatives identified with you and your staff during the project. After each work session, we will provide you with an Assumptions and Results Workbook which will include all of the detailed financial schedules in the Model upon which the Model results are based. The workbooks will allow you and your staff to review all of the detailed assumptions that were developed and included in the interactive work sessions.

Upon determination with you and your staff of the final financial sustainability plan, we will prepare a presentation for City Management and the City Council, review the presentation with you, and make presentations of the preliminary results of the analysis to the City



Manager and City Council. We will incorporate any adjustments to the analysis necessary based upon input from the City Manager and City Council and prepare a draft report for your review and comment. We will incorporate any comments and prepare and deliver a Final Report. We will then present the Final Report to the City Council.

Detailed Work Plan

The Task Order includes a detailed Work Plan and Cost Estimate Schedule (Schedule) that describes all tasks and sub-tasks to be performed during the project, the estimated hours to complete each sub-task by consultant and the total fee to complete the project, inclusive of estimated out-of-pocket expenses.

If the scope of work and terms of the attached Task Order are acceptable to you, please indicate by executing the Task Order where indicated and return a copy to me for our files. A facsimile copy will be fine.

We look forward to being of service to the City on this project. If you have any questions, please do not hesitate to call me at (904) 923-1466.

Very truly yours,



Michael E. Burton
Vice President



TASK ORDER

RFP No.	RFP-48-0-2017/SB
Task Order No.	1
Task Order Title	Water and Sewer Financial Sustainability Analysis
Effective Date	Date Last Executed Below

In accordance with the Professional Consultant Services Agreement – Financial Rate and Management Consultant Services dated July 17, 2017 ("Agreement") between City of Palm Bay, Florida ("CLIENT") and Stantec Consulting Services, Inc. ("CONSULTANT"), this Task Order is issued pursuant to all terms and conditions of the Agreement as follows:

1. **Scope of Services** (detailed Work Plan attached):

The project will include adapting the Model to replicate the utility's financial policies, funds and other financial dynamics that are unique to the City's utility. We will then load the model with relevant data and information regarding the history and projected performance of the utility and develop a diagnostic projection of the financial sustainability of the utility over a ten year projection period.

We will then develop alternative plans of annual rate adjustments that will be necessary to provide sufficient revenue to fund all of the utility's projected expenses over the projection period. We will also identify the timing and magnitude of borrowing requirements using the capital projects funding optimization feature of the Model. In addition, the Model can be used to produce required financial forecast schedules in support of the issuance of debt to include revenue bonds, SRF loans, and bank loans.

We will conduct several interactive work sessions with utility staff during the project during which the Model will be up a running with the Control Plan projected on a large viewing screen. During these work sessions, we will explore alternative scenarios of annual rate adjustments, capital improvement programs (CIPs), debt versus cash funding of capital projects, and other alternatives identified with utility staff during the project. After each work session, we will provide utility staff with an Assumptions and Results Workbook which will include all of the detailed financial schedules in the Model upon which the Model results are based. The workbooks will allow utility staff to review all of the detailed assumptions that were developed and included in the interactive work sessions.

Upon determination with utility staff of the final financial sustainability plan, we will prepare a presentation for City Management and the City Council, review the presentation with utility staff, and make presentations of the preliminary results of the analysis to the City Manager and City Council. We will incorporate any adjustments to the analysis necessary based upon input from the City Manager and City Council and prepare a draft report for utility staff review and comment. We will incorporate any comments and prepare and deliver a Final Report. We will then present the Final Report to the City Council.

2. **Time of Performance:**

This project can be completed with approximately 120 days of execution of this Task Order by both parties. Execution of this Task Order by CLIENT will serve as the Notice-to-Proceed with the Task Order. A detailed schedule will be prepared in consultation with CLIENT during initiation of the project which will identify on-or-



about dates for key project milestones, such as interactive work sessions, presentations to City Management and the City Council and dates for deliverables.

3. **CONSULTANT's Compensation:**

Compensation for this Task Order is a fixed fee amount of **\$49,142**, inclusive of out-of-pocket expenses. Invoices will be issued monthly based upon percentage work complete by each sub-task identified in the attached Work Plan. To the extent that additional presentations, meetings, analysis, or any other services are requested by the City that are beyond the scope identified in Scope of Services above, they will be completed based upon the actual time required at the hourly rates identified within the Agreement plus actual out-of-pocket expenses, upon authorization by the City.

All other terms and conditions of the Agreement apply and remain unchanged.

CLIENT

Bobby Marsala
Signature

Bobbie Marsala
Name

8-25-17
Date

CONSULTANT


Signature

Michael E. Burton
Name

August 17, 2017
Date

Palm Bay, Florida

Task Order # 1 - Water and Sewer Financial Sustainability Analysis

Project Work Plan and Fee Estimate

Project Tasks		Estimated Labor-Hours					Total Project
		Project Director \$338	Project Manager \$219	Project Consultant \$172	Project Analyst \$133	Project Admin \$104	
Task 1	Project Initiation						
1.1	Prepare initial data request list and detailed critical path schedule. Perform job set up activities. Establish project monitoring and control responsibilities.	0	1	1	2	4	8
1.2	Conduct on-site meeting with City staff to confirm study objectives, identify fiscal objectives, establish communication protocols, discuss approach, establish schedule, provide data request, and discuss forecasting methods and modeling.	4	4	4	4	0	16
1.3	Perform a detailed review of all data as it is received.	0	1	2	4	0	7
Task 2	Financial Sustainability Model						
2.1	Perform a detailed review and analysis of historical billed volume and customer data to observe trends in demands, usage patterns and customer growth in order to develop projections of customers and usage for all customer classes.	0	1	2	4	0	7
2.2	Evaluate budget versus actual performance (O&M and capital) to determine proper funding levels to include in rate revenue requirements as well as trends in annual expenses to inform future cost escalation factors/assumptions.	0	1	2	4	0	7
2.3	Input current financial and billing data into our financial planning model, FAMS-XL, run the model, and produce preliminary output, including a five and ten year financial management program that will include the following: → Capital Improvements Program - Project listing by year. - Evaluation of existing and alternative capital improvement programs and funding requirements. → Financial Policy Review. Including reserve levels, capital reinvestment, etc. → Borrowing Program - Identify any borrowing required and/or appropriate to fund certain CIP projects, to include but not necessarily be limited to, revenue bonds and state programs. - Timing of bond issue(s)/loan(s) to provide required borrowed funds. - Run alternative scenarios for debt versus cash funding, including alternative debt financing terms. → Revenue Sufficiency Analysis - Annual revenue and operations & maintenance expense projections - Projections of other revenue requirements such as R&R, minor capital, transfers, debt service/loan payments, replenishment of reserves, etc. - Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements - Alternative plans of annual rate adjustments to provide sufficient revenues over projection period.	1	8	16	24	0	49



Palm Bay, Florida

Task Order # 1 - Water and Sewer Financial Sustainability Analysis Project Work Plan and Fee Estimate

Project Tasks		Estimated Labor Hours					Total Project
		Project Director \$338	Project Manager \$219	Project Consultant \$172	Project Analyst \$133	Project Admin \$104	
→ Sources and Uses of Funds							
→ Funds Analysis							
- Spend down limits (minimum reserve requirements) by fund.							
- Beginning and ending funds balances by fund by year.							
- Make adjustments to the model as required to calibrate to the utility's specific financial dynamics.							
2.4	Make adjustments to the model as required to calibrate to the utility's specific financial dynamics.	1	2	4	8	0	15
2.5	Review results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	1	1	2	4	0	8
2.6	Meet with City staff in an interactive work session to review preliminary results.	4	4	4	4	0	16
2.7	Make adjustments based upon input from City staff, and prepare workbook of assumptions and preliminary results.	0	1	2	4	0	7
2.8	Meet with City staff in a second interactive work session to review revised results.	4	4	4	4	0	16
2.9	Make adjustments based upon input from City staff and prepare revised workbook of assumptions and results.	0	0	1	4	0	5
Task 3 Cost Allocation to Services							
3.1	Identify all test year costs/revenue requirements associated with the provision of water and wastewater service.	0	1	2	2	1	6
3.2	Allocate costs and revenues services using appropriate allocation criteria and usage characteristics, and determine the appropriate of the current revenue recovery by service compared to the cost of service by service.	0	2	3	4	0	9
3.3	Make adjustments to the plan of annual rate adjustments in the FAMS-XL model to achieve a matching of revenues and expenses by service over the upcoming several years.	0	1	2	3	0	6
TASK 4 Present Preliminary Results to City Management and Commission							
4.1	Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	0	0	1	2	0	3
4.2	Review presentation with City Staff & Management and make adjustments to presentation.	2	2	2	0	0	6
4.3	Present the results of the analysis to City Council in a workshop.	3	3	0	0	0	6
4.4	Make adjustments based upon input and direction from City Council.	0	1	3	4	0	8
4.5	Conduct a second interactive review session with City Council as required.						
4.6	Make adjustments as required based upon the review with City Council in the prior subtask.						
— At Hourly Rate as Required —							
— At Hourly Rate as Required —							



200 Business Park Circle, Suite 101 • St. Augustine, Florida 32095 • Phone (904) 247-0787 • Fax (904) 241-7708

Attachment: Palm Bay PO and Executed Agreement for Task Order 1 Water and Sewer Financial Sustainability Analysis August 2017 (2060 :

Palm Bay, Florida
Task Order # 1 - Water and Sewer Financial Sustainability Analysis
Project Work Plan and Fee Estimate

Project Tasks	Estimated Labor-Hours					Total Project
	Project Director	Project Manager	Project Consultant	Project Analyst	Project Admin	
	\$338	\$219	\$172	\$133	\$104	
Task 5 Report Preparation						
5.1 Prepare draft report of the results of the study, and provide to City staff for review and comment.	1	2	4	12	1	20
5.2 Adjust analysis per staff comment, and incorporate edits. Submit Final Report.	1	1	2	4	0	8
5.3 Prepare presentation for City Council.	1	2	2	0	0	5
5.4 Review presentation, final conclusions, messaging, and communication effectiveness with staff prior to meeting.	2	2	2	0	0	6
5.5 Present assumptions and final results in one (1) presentation to City Council.	4	4	4	0	0	12
Total Estimated Labor-Hours	29	49	71	101	6	256
Total Estimated Fee	\$9,802	\$10,731	\$12,212	\$13,433	\$624	\$46,802
Estimated Expenditure						\$2,340
Total Not-to-Exceed Fee						\$49,142



200 Business Park Circle, Suite 101 • St. Augustine, Florida 32095 • Phone (904) 247-0787 • Fax (904) 241-7708

Attachment: Palm Bay PO and Executed Agreement for Task Order 1 Water and Sewer Financial Sustainability Analysis August 2017 (2060 :

Stantec Consulting Services, Inc.
Task Order # 1 - Water and Sewer Financial Sustainability Analysis
Expenses Breakdown

Estimated Expenses:

Mileage to/from St. Augustine	\$	803
Mileage to/from Orlando	\$	401
Lodging	\$	920
Meals	\$	120
Copies	\$	96
Total Expenses	\$	2,340

Expenses Worksheet

5	300	mile trips @	\$	0.535	per mile
5	150	mile trips @	\$	0.535	per mile
4		nights @	\$	230	per night
6		person days @	\$	20	per day
960		copies @	\$	0.10	per copy
2		reports			
48		pages			
10		copies			
960		total copies			

Bobbye Marsala

From: Cassandra Smith
Sent: Friday, August 25, 2017 11:31 AM
To: Bobbye Marsala
Subject: FW: Task Order No. 1 - Water and Sewer Financial Sustainability Analysis
Attachments: Stantec - Palm Bay Task Order #1 - Water and Sewer Financial Sustainability....pdf; Expenses Breakdown.pdf

Backup PR 61959. Thank you.

Cassandra Smith
 Cassandra.Smith@palmbayflorida.org
Support Services Coordinator
City of Palm Bay Utilities Department
321-952-3423

From: Edward Fontanin
Sent: Monday, August 21, 2017 12:21 PM
To: Cassandra Smith <Cassandra.Smith@palmbayflorida.org>
Cc: Lori Embrey <Lori.Embrey@palmbayflorida.org>; Donovan Watson <Donovan.Watson@palmbayflorida.org>
Subject: FW: Task Order No. 1 - Water and Sewer Financial Sustainability Analysis

Cassandra,
 The attached task order has been reviewed and is good to proceed.
 Please look it over to make sure it meets the requirements of procurement.
 Once ok with you, please coordinate with Lori on issuing a PO.

Thank you.
 Eddie

From: Lori Embrey
Sent: Monday, August 21, 2017 8:43 AM
To: Edward Fontanin <Edward.Fontanin@palmbayflorida.org>
Cc: Donovan Watson <Donovan.Watson@palmbayflorida.org>
Subject: FW: Task Order No. 1 - Water and Sewer Financial Sustainability Analysis

The task order looks good to me.

Lori Embrey
Utilities Accountant
City of Palm Bay
Utilities Department
(321) 952-3410 x7584
Email: embrel@pbfl.org

J -
 OK to
 process
 PR -
 Thanks B-

From: Edward Fontanin
Sent: Thursday, August 17, 2017 11:38 AM

Attachment: Palm Bay PO and Executed Agreement for Task Order 1 Water and Sewer Financial Sustainability Analysis August 2017 (2060 :

To: Donovan Watson <Donovan.Watson@palmbayflorida.org>; Lori Embrey <Lori.Embrey@palmbayflorida.org>
Subject: Fwd: Task Order No. 1 - Water and Sewer Financial Sustainability Analysis

Please review and let me know if you have any comments.

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From: Burton, Michael <michael.burton@stantec.com>
Sent: Thursday, August 17, 2017 11:35:53 AM
To: Edward Fontanin
Cc: Dykstra, Jeffrey; Quinn, Vita; Burnham, Andrew
Subject: Task Order No. 1 - Water and Sewer Financial Sustainability Analysis

Eddie,

As we discussed, I have prepared the attached Task Order No. 1 for your review. I have included a detailed description of the project in the Task Order.

As we discussed in our recent meeting, I believe that completion of this modeling effort will provide a foundation and basis for all other task orders that we may complete, because all activities of your utility relate to the financial modeling within this model. For instance, if you decide to update your impact fees, the impact of that update upon the financial sustainability of your utility will be reflected in this model. Likewise, if we evaluate alternative policies regarding your participation in funding re developer agreements/line extensions, we can model the impact upon your financial plan in terms of the cost of your participation and the "return" in terms of future revenues from connections (impact fees and annual rate revenues). We can also evaluate alternative absorption rates for the new development in this model and the impact of delayed connections upon the financial plan. In this way we can help you evaluate your participation in these agreements in terms of the financial impact of not only your investment, but also the range of risk associated with you achieving the expected return in the form of new customers.

I am really excited about our new relationship and look forward to working with you and your staff. If you have any questions about this Task Order, or would like to discuss it, don't hesitate to call me on my cell phone at (904) 923-1466. Also, that number is the best way to reach me most of the time so feel free to call me on it at any time. Thanks.

Sincerely,

Mike

Michael E. Burton
 Vice President, Financial Services
 Stantec Consulting Services, Inc.
 200 Business Park Circle, Suite 101
 St. Augustine, Florida 32095
 Phone: +1 (904) 247-0787
 Cell: +1 (904) 923-1466
michael.burton@stantec.com



Please visit www.stantec.com to learn more about how Stantec designs with community in mind.

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Please consider the environment before printing this email.

Attachment: Palm Bay PO and Executed Agreement for Task Order 1 Water and Sewer Financial Sustainability Analysis August 2017 (2060 :



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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: Joseph Forte
SUBJECT: Lien Reduction Request for 430 Burleigh Avenue
NUMBER: (ID # 2068)
APPLICANT:
PLANNER:

DISCUSSION:

On August 22, 2017, the City Commission approved the following AMENDED motion by Commissioner Via: a motion finding that this property is a public nuisance and that city staff is directed to proceed with demolition unless the City Manager's determination a reasonable, viable, alternative to refurbish or rehab the structure is submitted prior to demolition, at which time the City Manager has the discretion to halt demolition and a time limit of 30-days to pull a permit or it's going to get torn down as directed by the City Manager, seconded by Commissioner Byrnes. This motion passed 5/0.

Subsequently, James (Will) Nachazel, entered into an agreement (attached) with the City either to rehabilitate the property or have it demolished within a specific time period. Mr. Nachazel was unable to have the home rehabilitated which resulted in the home being demolished at the property owners expense. Mr. Nachazel has expended, according to his statement, over \$38,000.00 in this process and is left with a vacant piece of land.

The original lien recorded was \$297,254.00, which was negotiated to \$5,000.00 under the terms and conditions set forth in the attached agreement. He is now requesting the lien be reduced from the negotiated \$5,000.00 to \$1,000.00.

FISCAL ANALYSIS:

Lot mowing	\$ 155.00
Special Master fee x 5 \$250.00	\$1,250.00
Code enforcement est. 10 hours x \$37.92	\$379.20
Finance x2 \$ 20.00	\$40.00
Release of lien \$10.00	\$10.00
Total	\$1,834.20
Admin fee of 18%	\$330.00
<u>Grand Total</u>	\$2,164.20

STAFF**RECOMMENDATION:**

Mr. Nachazel has expended more money than expected resulting in the property needing to be demolished. To be consistent with other lien reductions, the City Manager is recommending the City Commission approve a reduction in code enforcement liens to an amount of \$2,164.20 payable no later than July 24, 2018.

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:

To approve reducing the lien from the negotiated \$5,000.0 down to \$2,164.20 payable no later than July 24, 2018. Failure to pay \$2,164.20 by July 24th will result in the original lien remaining on the property and the city foreclosing on the lien.

- 430 Burleigh Avenue AGREEMENT (PDF)
- 430 Burleigh Avenue (PDF)

AGREEMENT

WHEREAS, the property located at 430 Burleigh (Property) has been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill (City).

WHEREAS the City recently conducted a public hearing finding that the Property constituted a public nuisance and thereby authorizing the City to demolish all structures on said Property.

WHEREAS, James Nachazel (Buyer) is interested in buying and rehabilitating the Property.

WHEREAS, the City is willing to allow the Buyer a reasonable opportunity to refurbish the Property in a timely manner and is willing to reduce the outstanding code enforcement fines upon completion.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The City hereby agrees to not proceed with demolition and/or foreclosure of existing code enforcement liens against the Property as long as the Buyer performs his obligations in this Agreement.
- 2) Buyer hereby agrees to:
 - a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.
 - b) Within 30 days of becoming the owner of the Property, the Buyer shall clean the Property (mowing, tree trimming and debris/trash removal), secure the structure on the Property (broken windows and doors shall be closed to prevent unauthorized access even if with just temporary material such as plywood) and take other action necessary to correct the existing code violations.
 - c) Within 30 days of becoming the owner of the Property, the Buyer shall submit construction plans to renovate the structures on the Property. Buyer shall also promptly respond to questions and comments from the City to the construction plans and promptly submit revisions and additional information.
 - d) Buyer shall be substantially complete with all permitted improvements/renovations within 6 months of becoming the owner,

3) If Buyer satisfactorily complies with the above terms and conditions and pays the City the sum of \$5,000, or demolishes the structure and pays the City \$5,000.00, the City shall satisfy all outstanding City code enforcement liens on the Property.

4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue any and all remedies available to the City based on the determination by the City that this Property constitutes a public nuisances and the existing, recorded City Code enforcement liens.

5) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill

Buyer

By: _____

James Nachazel

Title: _____

Date: _____

CITY OF HOLLY HILL

CASE # _____

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: James NachazelProperty Address: 430 Burleigh Ave

Phone number(s) where you can be reached during the day:

email: gdwtr1@sbcglobal.net cell (916) 213-7581Is the property now in compliance? ☒ YES ☐ NO cleared empty lot now,(If No, explain in detail) _____

_____Are you claiming financial hardship? ☒ YES ☐ NOAre you claiming medical hardship? ☐ YES ☒ NO

Attachment: 430 Burleigh Avenue (2068 : Lien Reduction Request for 430 Burleigh Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: None

Relationship: _____

I, James Nachazel, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

I purchased the property with the intent on fully restoring. The city allowed 6 months to complete or demolish. Spent 6 months, 4 trips from California, 1,000 hours of manual labor & phone calls, \$38,000 and was not able to find a structural engineer that was willing or available to sign and seal paid for plans. I am also retired and have not worked for 2 years with no retirement income yet. Property is not worth the \$38,000 spent as home was demolished.

Date: 5/22/18

Signed: J.W. Nachazel

Print Name: James W. Nachazel (will)

Note: Due to the prior owners neglect of filing the required paper work with the assessor I was required to "over pay" the County \$12,000 in taxes.

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: None

Relationship: _____

I, James Nachazel, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

I purchased the property with the intent on fully restoring. The city allowed 6 months to complete or demolish. Spent 6 months, 4 trips from California, 1,000 hours of manual labor & phone calls, \$38,000 and was not able to find a structural engineer that was willing or available to sign and seal paid for plans. I am also retired and have not worked for 2 years with no retirement income yet. Property is not worth the \$38,000 spent as home was demolished.

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Signed: J.W. Nachazel

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

**City Commission
Agenda Item**

MEETING DATE: June 26, 2018
FROM: Brian Walker
SUBJECT: Capital Improvements Plan (CIP) Update - 2017-2018 through
2021-2022
NUMBER: (ID # 2072)
APPLICANT:
PLANNER: Brian Walker

INTRODUCTION:

State law requires that each year the City update its five-year program for capital improvements to keep the City's Comprehensive Plan in compliance with state requirements. The Capital Improvements Plan (CIP) update must be adopted by ordinance. This report contains the proposed CIP for the five-year period covering FY 2017-18 through FY 2021-22.

BACKGROUND:

The five-year CIP update is done each year after the City Commission finishes its budget preparation. This timing allows the budget to reflect the most current priorities for capital programs. Projects that have been completed are deleted from the program, and City departments are contacted regarding additional projects and priorities that may be included in the program. Where cost estimates for scheduled projects have changed, the costs are modified as necessary.

The CIP in the Comprehensive Plan is a plan for anticipated capital projects and not a fixed budget. It is expected that the timing of projects will change as projects move toward implementation; individual project priorities change; and new opportunities arise. While funding sources are indicated with each project, it is not unusual that some funding sources will change as individual projects are implemented and the availability of funds from varying sources changes over time.

While the capital projects are on this list because they support and expand the services available to the citizens of Holly Hill, under state law the only projects that must be done are projects that address deficiencies in the designated levels of service for water, sewer, storm-water, traffic, solid waste disposal, parks and schools. The City does not currently have any project that is required to address a level of service deficiency. The projects on the proposed CIP list are service improvement projects and can be adjusted within the CIP or postponed beyond the CIP period as schedule demands and financing dictate. Once the City adopts the amended CIP, staff will send a notice to the Department of Economic Opportunity to demonstrate the City has complied with the requirement to maintain a current five-year plan. The state will not do any further review of the CIP and this amendment is exempt from Volusia County Growth

Management Commission review.

DISCUSSION:

The proposed CIP is attached in a spread sheet format. This updated CIP budget continues to reflect an emphasis on renewal and replacement costs and needs for the utilities and public works areas.

No major new projects have been added to the program this year. Primary work expected for the 2017-18 fiscal year is a continuation of the rehabilitation of the utility system, maintenance on streets and drainage and continuing upgrades to city parks and other facilities.

The School Board has issued its Capital 5-Year Work Program for FY 2017-2018 and there are no significant projects planned that will affect the Holly Hill School. The Florida Department of Transportation has updated its Work Program and no new projects within Holly Hill have been added.

The FDOT has assumed responsibility for signal upgrades to four intersections on US 1 which will include the conversion from wire-span signals to mast arm designs. Construction is tentatively programmed for FY 2020-21. The Transportation Planning Organization has announced that one sidewalk project on Flomich Street (Nova to Decatur) is funded for design and in the work program for fiscal year 2018-2019. However, the City is looking to see if there is a possibility of bundling this sidewalk project with other sidewalk projects that are close to being funded as doing so would provide an overall cost savings. The US-1 landscaping project is underway and the undergrounding of electric facilities continues to progress.

BOARD OF PLANNING AND APPEALS RECOMMENDATION: At its meeting on Monday, June 4th, the Board of Planning and Appeals voted unanimously to recommend that the City Commission adopt the amended CIP and incorporate the revised program into the City's Comprehensive Plan.

FISCAL

ANALYSIS:

The current year impacts of the updated CIP have already been factored into the annual budget as part of the normal budgeting process.

RECOMMENDATION:

Staff recommends the City Commission adopt the amended CIP and incorporate the revised program into the City's Comprehensive Plan.

- 5-Year CIP- FY 17-18 to 21-22 (PDF)

Project Name		Funding Source	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	5 Year Estimated	Cost
Waste Water Treatment									
BTU Cleaning	UT-WW	\$	40,000	\$	-	\$	-	\$	40,000
LS #19 Valve Box piping replacement	UT-WW		20,000		-		-		20,000
LS #20 Valve Box piping replacement	UT-WW		15,000		-		-		15,000
LS #24 Valve Box piping replacement	UT-WW		10,000		-		-		10,000
SC200 HACH Controller Replacing SC100	UT-WW		2,500		-		-		2,500
3 Effluent PUMPS Rehab	UT-WW		30,400		-		-		30,400
Top Roller Replacement (N/S) Presses	UT-WW		5,000		-		-		5,000
Equalization Tank Mixer (P2 Project)	UT-WW		80,000		-		-		80,000
DR1900 Replacement For DR2010 Hach Meter	UT-WW		4,000		-		-		4,000
Probes for BTU's	UT-WW		3,800		-		-		3,800
DR3900 Sipper Kit/Dual path Cell Replacement Hach	UT-WW		5,000		-		-		5,000
Replacement for Mettler AE100 Balance	UT-WW		4,000		-		-		4,000
Seeker System Camera For Sewer Truck	UT-WW		9,500		-		-		9,500
Gravity Main Replacement riot Way (including CEI)	UT-WW		170,000		-		-		170,000
Treatment Plant & Plant Equipment Improvements	UT-WW		-	80,000	80,000	80,000	80,000		320,000
SCADA System Upgrade	UT-WW / UT-WA		-	750,000	-	-	-		750,000
Reclaim Water Storage and Distribution Upgrades	UT-WW		-	1,000,000	-	-	1,000,000		2,000,000
Effluent Pump Replacement	UT-WW		-	-	-	-	-		-
Sigma Sampler	UT-WW		6,600	-	-	-	-		6,600
Waste Water Treatment Subtotal			\$ 405,800	\$ 1,830,000	\$ 80,000	\$ 80,000	\$ 1,080,000	\$	3,475,800
Waste Water Collection									
Lift Station # 21 Valve Box Replacement	UT-WW	\$	15,000	\$	-	\$	-	\$	15,000
Lift Station #18 Sealing and Coating Well Lining - Lift	UT-WW		25,000		-		-		25,000
Resurface /Seal Walls of Manhole Structures	UT-WW		25,000		-		-		25,000
Lift Station Rehabilitation & Generator - Lift Station #1	UT-WW		505,800		-		-		505,800
Lift Station Rehabilitation - Lift Station #7	UT-WW		315,000		-		-		315,000
Lift Station Replacement - Lift Station #3 + Engineering	UT-WW		321,500		-		-		321,500
Lift Station Replacement - Lift Station #3	UT-WW/ CDBG		78,500		-		-		78,500
LS # 4 & 16 Spare Pumps	UT-WW		20,200		-		-		20,200
Lift Station Replacement - Lift Station #9	UT-WW		-	350,000	-	-	-		350,000
Lift Station Replacement - Lift Station #5	UT-WW		-	350,000	-	-	-		350,000
Lift Station Replacement - Lift Station #3	UT-WW		-	350,000	-	-	-		350,000
Lift Station Replacement & Generator - Lift Station #19	UT-WW		-	-	400,000	-	-		400,000
Lift Station Replacement & Generator - Lift Station #21	UT-WW		-	-	350,000	-	-		350,000
Lift Station Replacement & Generator - Lift Station #17B	UT-WW		-	-	-	-	-		-
Lift Station Replacement - Lift Station #18A	UT-WW		-	-	-	-	350,000		350,000
Lift Station Replacement - Lift Station #24	UT-WW		-	-	-	-	350,000		350,000
Sewer Smoke Testing	UT-WW		-	25,000	25,000	25,000	25,000		100,000
Sewer Lining	UT-WW		-	1,000,000	1,000,000	1,000,000	1,000,000		4,000,000
Machinery and Equipment	UT-WW		-	7,500	7,500	7,500	7,500		30,000
Waste Water Collection Subtotal			\$ 1,306,000	\$ 2,082,500	\$ 1,782,500	\$ 1,032,500	\$ 1,732,500	\$	7,936,000
Water Treatment									
Raw Water Main replacement on LPGA	UT-WA	\$	167,600	\$	-	\$	-	\$	167,600
Repair and Parts for Thickener WTP	UT-WA		6,000		-		-		6,000
WTR Fixtures, Urinals Toilets and Sink	UT-WA		4,000		-		-		4,000
Well Maintenance and Equipment	UT-WA		-	50,000	50,000	50,000	50,000		200,000
Treatment Plant & Plant Equipment Improvements	UT-WA		-	40,000	40,000	40,000	40,000		160,000
SCADA System Upgrade	UT-WA / UT-WW		-	750,000	-	-	-		750,000
Water Treatment Subtotal			\$ 177,600	\$ 840,000	\$ 90,000	\$ 90,000	\$ 90,000	\$	1,287,600
Water Distribution									
Flamingo Dr and Lakewood Impact Fee Water main	UT-WA IMPACT	\$	440,000	\$	-	\$	-	\$	440,000
F350 to replace Distribution Vehicle #31	UT-WA		28,000		-		-		28,000
2 SCBA Air Pack	UT-WA		6,000		-		-		6,000
Distribution Improvements	UT-WA		-	1,000,000	1,000,000	1,000,000	1,000,000		4,000,000
Fire Hydrant Improvements	UT-WA		-	10,000	10,000	10,000	10,000		40,000
Machinery and Equipment	UT-WA		-	7,500	7,500	7,500	7,500		30,000
Water Distribution Subtotal			\$ 474,000	\$ 1,017,500	\$ 1,017,500	\$ 1,017,500	\$ 1,017,500	\$	4,544,000
Stormwater									
Ferndale Pond	UT-SW	\$	90,000	\$	-	\$	-	\$	90,000
7th Street Stormwater Outfall	UT-SW		300,000		-		-		300,000
Distribution Improvements	UT-WA		-	1,000,000	1,000,000	1,000,000	1,000,000		4,000,000
Fire Hydrant Improvements	UT-WA		-	10,000	10,000	10,000	10,000		40,000
Machinery and Equipment	UT-WA		-	7,500	7,500	7,500	7,500		32,000
Stormwater Subtotal			\$ 392,000	\$ 1,017,500	\$ 1,017,500	\$ 1,017,500	\$ 1,017,500	\$	4,462,000
Streets									
Flomich Sidewalk Phase I	GF/FDOT	\$	25,000	\$	150,000	\$	150,000	\$	325,000
Flomich Street Sidewalk Phase II	GF/FDOT		25,000		-		-	150,000	175,000
Center Avenue Sidewalk Phase I	GF/FDOT		5,000		-		-	-	5,000
Center Avenue Street Sidewalk Phase II	GF/FDOT		5,000		-		-	-	5,000
Riverside Flashing Speed Signs (2)	GF		10,000		-		-	-	10,000
Underground Electric	CRA/BOND		5,568,400		-		-	-	5,568,400
US-1 Landscaping including Gateway Signing Signs	GF/ GRANT		1,266,000		-		-	-	1,266,000
Traffic mast Arm Conversion @ 6th and 8th	GF		30,000		-		-	-	30,000
15th Street Sidewalk	GF/FDOT		-		-		-	-	-
US 1 Signal Replacement 6th, 8th, Walker, Flomich	FDOT		-		-	1,200,000	-	-	1,200,000
Roadway Resurfacing Program to Be Funded by Sales Tax	Sales Tax/GF		-	680,000	680,000	680,000	680,000	-	2,720,000
FEC Track Crossing Upgrades	GF		-	90,000	90,000	90,000	-	-	270,000
Sidewalk Improvements	GF		-	100,000	100,000	100,000	-	-	300,000
Underground Electric	CRA/BOND		-	-	-	-	-	-	-
US-1 Landscaping	GRANT		-	-	-	-	-	-	-
Machinery and Equipment	GF		-	7,500	7,500	10,000	10,000	-	35,000
Street Subtotal			\$ 6,934,400	\$ 1,027,500	\$ 877,500	\$ 2,230,000	\$ 840,000	\$	11,909,400

