CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JUNE 28, 2022

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - June 14, 2022 - Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 7)

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 –2022-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Purchase of Diesel Fuel from Petroleum Traders Corp in an Amount Not to Exceed $50,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2022-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Hall & Ogle Architects, Inc., to Provide a Schematic Design Package for the New Fire Station Project for an Amount of $30,000.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2022-R-45 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Final One (1) Year Extension of the Continuing Architectural Services Agreement Between the City of Holly Hill and Hall & Ogle Architects, Inc., and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2022-R-46 A Resolution of the City of Holly Hill, Florida, Relating to State Legislative Services; Approving an Agreement with Doug Bell from the Firm Metz, Husband, & Daughton, PA, for State Legislative Appropriations Services in the Amount of $40,000 Per Year for a One-Year Period Paid in Monthly Installments; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

5. Resolution –2022-R-47 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding the Contract for the Sunrise Park North – Southern Bulkhead Replacement in the Amount of $677,060.30 to Rush Marine, LLC; Approving an Increase of the 22-BG-08 Sunrise Park North – Southern Bulkhead Replacement Project Budget to $750,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Resolution –2022-R-48 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services in the Amount of $17,871.00 for the Chlorine Canopy/Hoist Project; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

7. Letters of Support for Grant Applications

   (Requested by Joseph Forte, City Manager)

5. REGULAR AGENDA

1. Amendment to the Incentive Agreement with Fountainhead Developers

   (Requested by Joseph Forte, City Manager)

2. Request for Lien Reduction - 175 14Th Street

   (Requested by Joseph Forte, City Manager)

3. Request for Lien Reduction 1539 Center Ave.

   (Requested by Joseph Forte, City Manager)

4. Request for Lien Reduction - 645 Ridgewood Avenue

   (Requested by Joseph Forte, City Manager)

6. PUBLIC HEARINGS - NONE

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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

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

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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 28, 2022**
FROM: **Valerie Manning**
SUBJECT: **Minutes - June 14, 2022 - Regular City Commission Meeting**
NUMBER: **(ID # 3792)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the June 14, 2022 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - June 14, 2022 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 14, 2022

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Danio
Commissioner Danio led the invocation.

c. Pledge of Allegiance
Vice Mayor led the Pledge of Allegiance to the Flag.

2. PRESENTATION

1.

Discussion - Mid-Year Budget Review

(Requested by Susan Lincoln, City Commission)

RESULT: **INFORMATION ONLY**

Enacted and approved this 14th day of June, 2022, in Holly Hill

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1.

Minutes - May 24, 2022 Workshop and May 24, 2022 Regular City Commission and CRA Meeting

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

(Requested by Valerie Manning, City Clerk)
Vice Mayor opened public participation. No one spoke.

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 6)

Vice Mayor asked if any member of the audience wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for discussion. There was no one.

1. –2022-R-37 Resolution

A Resolution of the City of Holly Hill, Volusia County, Florida, Adopting the Holly Hill City Comprehensive Emergency Management Plan (CEMP); Providing for Conflicting Resolutions; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION
2022-R-37
A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE HOLLY HILL CITY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP); PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ADOPTING THE HOLLY HILL CITY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP); PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, increase response during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to clearly define the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of its guidelines, plans, assessments and resources; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt a CEMP and train in accordance with its guidelines utilizing the National Incident Management System (NIMS) and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the Police Chief and City Manager recommend the City Commission adopt the presented Comprehensive Emergency Management Plan; and

WHEREAS, the City Commission deems it in the best interest of the City of Holly Hill to formally adopt the Comprehensive Emergency Management Plan.

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

SECTION 1. The Comprehensive Emergency Management Plan, dated May 2022 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted.

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

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Enacted and approved this 14th day of June, 2022, in Holly Hill

2.

Truist Deposit Account Resolution and Authorization for Business Entities

(Requested by Susan Lincoln, City Commission)

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

3.

Approval of FDOT State Highway Lighting, Maintenance and Compensation Agreement FY 22-23 Work Order

(Requested by Antoine Khoury, Public Works)

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

4.

River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2022-2023

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

5.

Pictona 2 - FPL Underground Easement for Utility Line

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

6.

Disposal of Fixed Assets

(Requested by Susan Lincoln, City Commission)

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

6. REGULAR AGENDA

1. -2022-R-38 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating FDOT Speed and Aggressive Grant Award to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)
Vice Mayor opened public participation. No one spoke.

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

RESOLUTION
2022-R-38
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING FDOT SPEED AND AGGRESSIVE GRANT AWARD TO THE FISCAL YEAR 2021-

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a $40,000 Speed and Aggressive Driving grant from State of Florida Department of Transportation; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by subsequent Resolutions amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Enacted and approved this 14th day of June, 2022, in Holly Hill

2. –2022-R-39 Resolution

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Volusia County ECHO Grant Award; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)
Vice Mayor opened public participation. No one spoke.

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

RESOLUTION
2022-R-39
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING VOLUSIA COUNTY ECHO GRANT AWARD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING VOLUSIA COUNTY ECHO GRANT AWARD; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On January 18, 2022, the City Commission adopted resolution 2022-R-9 approving the City to accept the Volusia County ECHO Grants-in-Aid award in the amount of $2,500,000.00; and

WHEREAS, The City of Holly Hill Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by subsequent Resolutions amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Enacted and approved this 14th day of June, 2022, in Holly Hill

3. -2022-R-40 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2021-2022; and Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)
Vice Mayor opened public participation. No one spoke.

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

RESOLUTION
2022-R-40
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR FISCAL YEAR 2021-2022 TO INCLUDE FIRE INSPECTION FEES RELATED TO BUILDING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the

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following determinations:

1. On August 10, 2021, the City Commission adopted Resolution 2021-R-49, the Citywide Fee Schedule for Fiscal Year 2021-2022.

2. The Citywide Fee Schedule has been modified to include Fire Inspection Fees related to Building permits.

3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are newly created- as set forth in the Amended FY 2021-2022 Citywide Fee Schedule (Exhibit "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;

2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The Amended FY 2021-2022 Citywide Fee Schedule (Exhibit "A") which:

A. Creates Fire Inspection Fees related to Building Permits.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the Amended FY 2021-2022 Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees listed in this Resolution and set forth in the Amended FY 2021-2022 Citywide Fee Schedule (Exhibit "A") become effective on June 15, 2022.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

Enacted and approved this 14th day of June, 2022, in Holly Hill

4. –2022-R-41 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Non-Competitive Procurement of the Veterans Memorial Monument from Coldspring USA for the City Hall Veterans Memorial Site; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)
Vice Mayor opened public participation. No one spoke.

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

RESOLUTION
2022-R-41
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NON-COMPETITIVE PROCUREMENT OF THE VETERANS MEMORIAL MONUMENT FROM COLDSPRING USA FOR THE CITY HALL VETERANS MEMORIAL SITE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NON-COMPETITIVE NEGOTIATION PURCHASE OF VETERANS MEMORIAL MONUMENT FROM COLDSPRING USA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Commission has agreed to purchase the Veterans Memorial monument; and

WHEREAS, the City has secured a pricing agreement permitted under the City's purchasing guidelines with Coldspring for the specified design; and

WHEREAS, by Section 2.31 of the City of Holly Hill Purchasing Policy, "Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited copyrights and exceptional purchases." In addition, the City Commission must approve the award of a contract if the dollar amount exceeds $25,000; and

WHEREAS, the price agreement for the purchase of the Veterans Memorial site has been budgeted.

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

SECTION 1. That Coldspring is hereby determined to design the monument for the exceptional purchase for the City of Holly Hill Veterans Memorial site and the City Manager is authorized to issue purchase order to Coldspring to procure and install per the price proposal in an annual amount not to exceed $89,220.00.

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

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Enacted and approved this 14th day of June, 2022, in Holly Hill

5. -2022-R-42 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Member; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Michael V. Moon was appointed by the City Commission. Mr. Moon's name will be inserted into the Resolution.

Vice Mayor opened public participation. No one spoke.

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

RESOLUTION
2022-R-42
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING ONE

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MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

SECTION 1. That the City Commission does hereby appoint the following individual to the Firefighters Pension Fund Board of Trustees:

<> **Commission Representative**

SECTION 2. That the term for said member is set for the remaining term of Damon Sansom who resigned from the board in April 2022. The newly appointed board member's term will expire on December 31, 2022.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Enacted and approved this 14th day of June, 2022, in Holly Hill

6.

Request for Lien Reduction - 733 Acirema Drive

(Requested by Joseph Forte, City Manager)
Mr. Forte read through his staff report that was included in the agenda packet for this item. The City has received a request for a Reduction of Lien "code enforcement liens"

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that have been placed on the real property located at 733 Acirema Drive, Holly Hill, FL 32117. (The property is currently owned by Asilia Holdings, LLC as Trustee only). An order of non-compliance was signed by the Special Master on November 24, 2020. The property remained non-compliant until May 18, 2022. The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien is $101,200.00 plus administrative costs. The property is now in compliance and therefore qualifies for a lien reduction. I negotiated with the buyer of the property representing the owner for an agreed upon settlement of $5,775.19 no later than July 15, 2022. Mr. Forte mentioned that the owners of the property have agreed to this, which is why there is no one present tonight.

Vice Mayor opened public participation. No one spoke.

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

7.

Request for Lien Reduction - 645 Ridgewood Avenue

(Requested by Joseph Forte, City Manager)

Mr. Forte read through the staff report that was included in the agenda packet for this item. The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 645 Ridgewood Ave, Holly Hill, FL 32117. (The property is currently owned by 645 Ridgewood Retail, LLC (Daniel Moon). An order of non-compliance was signed by the Special Master on august 25, 2021. The Order determined a Finding of Fact that the property was still in violation of one code under Section 26-61 for the accumulation of trash and litter. The property remained non-compliant until April 23, 2022. The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property of which there was one violation. As of the request for a lien reduction, the amount of the lien was $10,550.00 plus administrative costs. The property is now in compliance for these violations and therefore qualifies for a lien reduction. Mr. Forte mentioned that he was recommending a lien reduction to $1,589.53 and that he **DID NOT** come into an agreement with Mr. Moon, who is here this evening in the audience and may want to speak about this. Mr. Forte informed the Vice Mayor and Commissioners that this is the normal analysis and process he uses in determining what a reduction in lien should cost. This would have to be paid by 5:00 PM on July 15, 2022.

Vice Mayor Penny asked Mr. Walker, City Planner, are there any other current code violations on this property?

Mr. Walker stated not that have…not that have remained unresolved. No.

Vice Mayor Penny stated he was under the impression that there are current code

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violations, they just haven't gone to the Special Master yet.
Mr. Forte stated the property has been cited for other violations unrelated to this lien reduction.
Mr. Walker stated so, the remaining violations on the property with regard to debris, it was brought to his attention, was resolved today. That Waste Pro had gone out today and had done a large cleaning in terms of the piles of debris. Waste Pro was supposed to come back a second time because the first round was not adequate. In speaking with the Code Officer this afternoon, he said that he expected that once that second sweep went through and they were supposed to come back this afternoon, that the Code violations would be resolved. So, are there open violations? Yes. But it's his understanding that they have been resolved today, which would mean they would have been closed today.
Vice Mayor Penny asked aren't there electrical issues and some other Code violations also?
Mr. Walker stated if there are electrical and other Code violations that are in addition to the trash and debris, that's possible but those have not been brought to his attention.
Vice Mayor Penny stated okay, thank you.
Vice Mayor opened public participation.
Daniel Moon, owner of 645 Ridgewood Avenue, the applicant for the reduction of lien request, spoke to the Vice Mayor and City Commissioners at this time and explained the violations and the issues that he had on the property. He wasn't aware of the lien on the property or the violations. He has leased the property now and he is asking for the city to work with him on the lien.
Commissioner Currie stated I understand that you may be out of town a lot if you're building other restaurants but do you have a manager at your store?
Mr. Moon stated, yes but they don't open mail, they're not authorized.
Commissioner Currie stated so you have nobody to oversee your operations while you're gone sometimes?
Mr. Moon stated he does. He has several people overseeing that.
Vice Mayor Penny asked do they drive pass the parking lot and see the piles of debris that were there for a month after it was cleaned and piled there?
Mr. Moon stated that was a Waste Pro issue. He doesn't know why they didn't pick up the rest of the stuff. Maybe it was a little bit further into the property.
Commissioner Currie stated if she may, it may be Waste Pro's issue for not picking it all up for Mr. Moon but as a business owner or resident, it's our responsibility to make sure it gets done and if it didn't, we call them and say, "why wasn't this completed or all picked up, we need you to come back out here and pick it up and stay on top of it".
Commissioner Currie stated her problem is there is, apparently, no oversight, she doesn't know what the dilemma is. Did you attend the Special Master hearing or did someone attend the Special Master hearing for you? Commissioner Currie asked if Mr. Walker, the City Planner, could come forward and speak on that for a few minutes on the timeline on how long this had been going on.
Mr. Walker stated the actual notice went out on June 16, 2021, the city didn't hear anything. On July 2, 2021 a notice of violation went out and again, no response. On August 2, 2021 a notice to appear was mailed by certified mail and posted at the property on August 5, 2021. On August 19, 2021 there was a Special Master meeting and no one showed up. On August 26, 2021 the Special Master's Orders were received and signed. On November 24, 2021 the lien letter was sent to Mr. Moon informing him of the fact that a lien was going to be placed on the property. On December 16, 2021 the lien was

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recorded. The property did not come into compliance until April 2022.
Commissioner Currie thanked Mr. Walker. She is sure as much as Mr. Moon travels, he had to have been there a few times during that whole period to have received notice. She is letting Mr. Moon know that Mr. Forte is being nice to him in bringing the Commission the typical conclusion to a lien. Most of the time I don't really have a problem voting for Mr. Forte's suggestions and I can tell you, Mr. Moon, I am very tempted to not vote for this one but I am willing to. There's no way I am going to agree to let you pay less than the $1500 because you were very aware of what was going on. I know that you might be busy and traveling but there was a good chunk of time there and I know you had to have been in town at least once a month to check on your business and do what you have to do. Commissioner Currie stated she thinks this just went neglected because most people don't take Code Enforcement serious.
Mr. Moon stated, no. That's not the case. This was in the heart of COVID-19, right?
Commissioner Currie stated and the city is giving you a break by only making you pay $1500 of the lien. That's how she feels.
Mr. Moon stated the only reason he is here, like he said, it's been extremely difficult the last couple of years. Extremely difficult. Restaurants…he doesn't know how many closed or how many are in this area but we remained open. We've been in COVID for two years.
Commissioner Currie stated she understands. The economy is doing a lot better now.
Mr. Moon stated and that's the good news. It's great news.
Commissioner Currie stated it's great that you're opening up another restaurant, I'm happy to see that.
Mr. Moon stated it's $1500…
Commissioner Currie informed Vice Mayor Penny that she wasn't going to get into a dispute with Mr. Moon.
Mr. Moon stated it's $1500…it's difficult for him to swallow that knowing that he carried that property for 7 to 8 years, he tried to lease the property, he still can't give the property away. He finally got someone to lease it. Again, he thinks it's a win-win at the end of the day.
Vice Mayor Penny asked was the grass cut today?
Mr. Moon stated he doesn't know.
Vice Mayor Penny stated here's what he would ask the Commission to do. He would ask that the Commission table this concern until the next regularly scheduled Commission meeting so that I can feel confident that there aren't any other current Code violations. When I drove pass it today the grass is 16 inches tall, it's full of weeds. I drove pass that around 2:00 PM and maybe Waste Pro came by once but they haven't come by the second time. In good conscience, I can't address this lien knowing that there may be possible other concerns that the citizens have to drive past. I know that it's a tough time for restaurants but we're trying to improve our city one business at a time. Maybe if the property was cleaner Mr. Moon could have leased it a lot sooner. But to chop down a bunch of stuff and throw it on the side of the road, nobody thinks Waste Pro will pick up that much. You have to call them and arrange a special pick up and pay for that pick up. He is not going to discuss it with Mr. Moon.
Mr. Moon stated he is refinancing the property and I need to know today.
Commissioner Currie stated well, that's what we're doing. This is all a part of the process.
Mr. Moon stated the property is leased now, it's not his responsibility. I have a full lease

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with a tenant so he's responsible.
Commissioner Currie stated actually, the ultimate responsibility in Code Enforcement issues comes back to you.
Mr. Moon stated it's his responsibility.
Commissioner Currie stated that's between you and him.
Vice Mayor stated let's not debate it, Commission. We've heard Mr. Moon, we've given him his five minutes to speak, I will give you two more minutes for a closing statement and then the Commission will take action on this issue.
Mr. Moon stated we opened up this business back in 2015 and with a lot of success, we put a good footprint with Holly Hill. Pre-COVID they were very busy. We had a lot of judges, doctors, physicians coming in. We are proud of what we've done with the city. He's not asking for a red carpet over at the restaurant be we've paid our dues for the last seven years and have helped the city and we're expanding now and that's the good news. All he is asking is…$1500 is a lot of money. He is asking for some kind of reduction so we can continue our partnership and continue to grow and make this city a better place not only for the residents but for other businesses. That's what the city wants. They want other businesses to look at ours and say they survived, they're doing well, let's check out Holly Hill.
Vice Mayor opened public participation. No one spoke.
Commissioner Johnson read Mr. Forte's recommendation for the lien reduction for this property.
Mr. Forte stated the original lien amount was $10,550.00 and when he added in the administrative costs and then 10% of that original lien it became to $1,589.53.
Commissioner Johnson stated so that's what the city is reducing it to, $1,589.53.
Commissioner Johnson made a motion to ***REDUCE THE LIEN TO $1,589.53, DIED FOR LACK OF A SECOND****.*
Commissioner Currie made a motion to ***TABLE THIS ITEM UNTIL THE NEXT SCHEDULED CITY COMMISSION MEETING ON JUNE 28, 2022 AT 6:00 PM****, seconded by Commissioner Johnson.*
Commissioner Currie ***WITHDREW HER MOTION TO HEAR WHAT MR. MOON HAS TO SAY AS FAR AS THE TWO-WEEK TIME FRAME LOOKS LIKE FOR HIM.***
Mr. Moon stated what he would like to suggest…how long will it take for the city to find out if there are any other Code violations?
Vice Mayor stated they just found out.
Mr. Moon stated if that's the case with those two items, I will have those items done in one week.
Vice Mayor stated so he'll be done in two weeks from now.
Mr. Moon stated if you reduce this right now to what I'm requesting or whatever the administrative fee is, I will pay. If it's $500, if it's $565 I'll pay this today, I'll pay that right now and in return the city will have both of those items done within one week and if they're not done in one week, he will pay the original lien. I will come back and pay the original lien for $10,550.00.
Vice Mayor Penny stated, did you hear that Mr. Forte? What Mr. Moon said if we reduce it to your recommendation tonight, he will pay it tomorrow…
Mr. Forte stated no, he didn't say that.
Commissioner Currie stated no, that's not what he's saying.
Mr. Moon stated Mr. Forte already told him what he owes is the $1,589.53 and I'm

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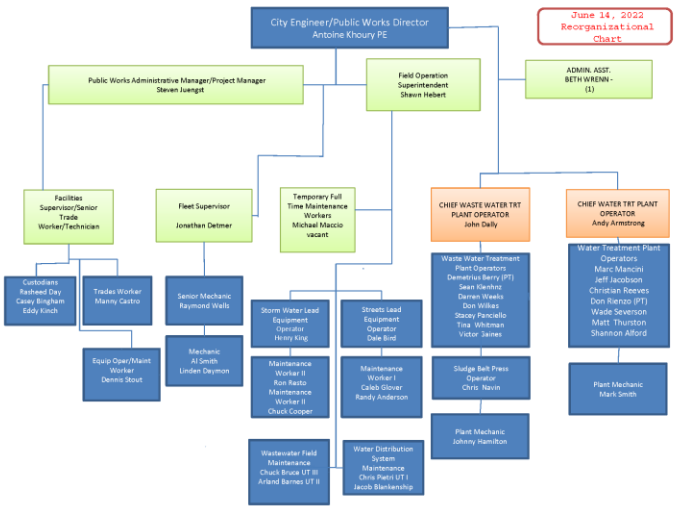
saying, no. That's too much. What I'm requesting right now is that I will make sure that these two existing violations will be cured in one week. In return, reduce the amount…let's just say 50%.
Vice Mayor Penny stated 50% of $10,000 is $5,000.
Mr. Moon stated no, of the $1,589.53.
Vice Mayor Penny stated, right but we've already reduced it by 85%.
Mr. Moon stated but what I'm requesting is reduce it 50%, he'll pay the $700 and he will make sure that these two additional, which is not even related to why we are here today, he will make sure that those additional violations will be fixed in one week, if not, I will pay the spread up to the $10,700.00.
Vice Mayor Penny stated, okay. Thank you.
Commissioner Currie made a motion to ***TABLE THIS ITEM UNTIL THE NEXT SCHEDULED CITY COMMISSION MEETING ON JUNE 28, 2022 AT 6:00 PM****, seconded by Commissioner Johnson.*
Vice Mayor Penny stated at that next meeting he would be in favor of reducing the lien to staff's recommendation of the $1,589.53.
Vice Mayor opened public participation. No one spoke.
PASSED, 3-1 (Danio, Nay)

RESULT:	**TABLED**	**Next: 6/28/2022 6:00 PM**

8.

Public Works Reorganization

(Requested by Antoine Khoury, Public Works)
Mr. Forte briefly explained the reorganizational chart for Public Works.



Vice Mayor opened public participation. No one spoke.

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

Enacted and approved this 14th day of June, 2022, in Holly Hill

7. PUBLIC HEARINGS

1. –2022-O-3052 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 78 – General Provisions, Section 78-14 – Definitions, to Add Definitions, and Amend Chapter 114 – Zoning, Article Iii – Supplementary District Regulations, Division 4 – Buildings and Structures, to Add a New Section Titled Shipping Containers, Renumber Existing Sections as Needed, and Add Definitions to Section 114-746 – Specific Terms Defined, of the Land Development Regulations; and Providing for Conflicts, Severability, Applicability, and an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker briefly went over his staff report that was included in the agenda packet to the Mayor and City Commissioners.

Vice Mayor opened public participation. No one spoke.

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

ORDINANCE
2022-O-3052
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 78 – GENERAL PROVISIONS, SECTION 78-14 – DEFINITIONS, TO ADD DEFINITIONS, AND AMEND CHAPTER 114 – ZONING, ARTICLE III – SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4 – BUILDINGS AND STRUCTURES, TO ADD A NEW SECTION TITLED SHIPPING CONTAINERS, RENUMBER EXISTING SECTIONS AS NEEDED, AND ADD DEFINITIONS TO SECTION 114-746 – SPECIFIC TERMS DEFINED, OF THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 78 - GENERAL

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PROVISIONS, SECTION 78-14 - DEFINITIONS, TO ADD DEFINITIONS, AND AMEND CHAPTER 114 - ZONING, ARTICLE III - SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4 - BUILDINGS AND STRUCTURES, TO ADD A NEW SECTION TITLED SHIPPING CONTAINERS, RENUMBER EXISTING SECTIONS AS NEEDED, AND ADD DEFINITIONS TO SECTION 114-746 - SPECIFIC TERMS DEFINED, OF THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 163, *Florida Statutes*, include authority to enact regulations to protect the health, safety, and welfare, and in the interest of the citizens of the City; and

WHEREAS, the City desires continued improvement in the appearance and quality of its residential and commercial areas including the Community Redevelopment District; and

WHEREAS, the City has received request to place shipping containers on residential and commercial property; and

WHEREAS, the City of Holly Hill does not currently contain specific standards for shipping containers in its *Land Development Code*; and

WHEREAS, the City of Holly Hill desires to create specific standards for shipping containers in its *Land Development Code*; and

WHEREAS, the City of Holly Hill has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance including but not limited to Section 166.041(3)(c)(2), *Florida Statutes*; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, and ~~strikethrough~~ shall constitute deletions to the original text.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. ADOPTION. The City Commission of Holly Hill hereby amends Chapter 78 - General Provisions, Section 78-14 - Definitions, to add definitions, and amend Chapter 114 - Zoning, Article III - Supplementary District Regulations, Division 4 - Buildings and Structures, to add a new section titled Shipping Containers, renumber existing sections as needed, and add definitions to section 114-746 - Specific terms defined, of the Land Development Regulations, as follows:

Chapter 78 - General Provisions, Section 78-14 - Definitions

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"Shipping Container" aka "Intermodal Container" is defined as a reusable container that is originally, specifically or formerly designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities and is also designed for or capable of being mounted or moved on a rail car, truck trailer, or loaded on a ship for intermodal freight transport. Such a container is not a shed.

Chapter 114 - Zoning, Article III - Supplementary District Regulations, Division 4 - Buildings and Structures

Sec. 114-742. - Principal buildings and accessory structures.

E. *Shipping Containers aka Intermodal Container.* Shipping containers placed on a parcel for more than 14 days within a calendar year, excluding containers temporarily placed on active construction sites for the duration of active construction only, shall be governed by the following regulations:

1. Shipping containers shall only be permitted within the CC-1 (Commercial Corridor), I-1 (Wholesale-Light Industrial) and I-2 (Heavy Industrial) zoning districts.

2. Shipping containers shall be prohibited on properties that abut Ridgewood or LPGA Avenue within the Community Redevelopment Area.

3. Shipping containers shall only be permitted in conjunction with a principal use, provided that they are recognized as clearly incidental and subordinate to the principal use.

4. Shipping containers shall be mounted and anchored per standards that meet or exceed the requirements per the Florida Building Code.

5. The shipping container shall count toward the maximum lot coverage percent.

6. If visible from any rights-of-way, shipping containers shall require complete screening with a decorative 8-foot block masonry stucco finished enclosure or wall with a rounded top or decorative cap finished with stucco and painted to match the colors of the principal structure. The masonry enclosure or wall shall meet or exceed the minimum requirements per the Florida Building Code. In lieu of the aforementioned enclosure or wall, the container can be "skinned," meaning to cover the outside of the container with material such as stucco, aluminum siding, or wood. Skinning does not mean painting.

7. Shipping containers shall be located behind the front plane of a principal structure and shall not be located within the principal rear and side yard setbacks of the CC-1 (Commercial Corridor), I-1 (Wholesale-Light Industrial) and I-2 (Heavy Industrial) zoning districts, except that such containers that have a footprint of less than 250 square feet will be allowed to be placed within 8 feet of the rear property line.

8. Shipping containers shall not be located within any easement.

9. Shipping containers shall be maintained in good condition at all times.

10. Shipping containers shall not be permitted for any advertising purpose and shall be kept clean of all alpha-numeric signage and writing except where markings, labels and placards may be required in accordance with the United States Department of Transportation Emergency Response Guide.

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11. Shipping containers shall be used for storage purposes only and shall not be permitted or retrofitted as living quarters or office workspace.

12. No plumbing or air conditioning shall be permitted inside of a shipping container.

13. Materials stored within shipping containers are subject to review by the Chief Building Official, Fire Chief or Fire Marshal.

14. Shipping containers shall not be rented out or leased.

15. Shipping containers shall be stand-alone steel units without fabrication including but not limited to roofs, except as otherwise required, overhangs, porches, additional doors or windows and internal partitions.

16. In the instance where more than one shipping container may be permitted, they shall not be stacked.

17. Shipping containers shall not occupy required off-street parking spaces, vehicular accesses or drive aisles, pedestrian facilities or landscape areas for a site.

18. Use and placement of shipping containers for any reason shall require a permit.

19. Shipping containers placed within the floodplain must meet all floodplain ordinance and FEMA requirements, and may require an approved site plan prior to permitting.

20. These regulations shall not apply to container developments in City approved planned developments wherein such containers are used to construct unique offices, homes, restaurants, etc. that meet all requirements of the Florida Building Code, as well as all other applicable city, state and federal regulations.

Sec. 114-746. - Specific terms defined.

"Shipping Container" aka "Intermodal Container" is defined as a reusable container that is originally, specifically or formerly designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities and is also designed for or capable of being mounted or moved on a rail car, truck trailer, or loaded on a ship for intermodal freight transport. Such a container is not a shed.

SECTION 3. APPLICABILITY. This ordinance shall apply as follows:

Shipping containers that received a permit on any property prior to the adoption date of the Ordinance shall have the ability to remain on the property, but must conform to the screening or "skinning" requirements.

Shipping containers that do not have a permit, but that have been on a property continuously for at least one year prior to the adoption date of the ordinance, can remain on the property but must apply for and receive a permit, and conform to the screening or "skinning" requirements. The City shall have the right to require that such containers be moved to a less visible area and meet setback requirements. The presence of a container on the property for the year prior to the adoption date of the ordinance must be able to be verified.

All other non-permitted containers must be able to meet all requirements, including zoning, and receive a permit, or be removed from the property within 30 days of the adoption date of the ordinance.

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SECTION 4. ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules.

SECTION 5. CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the City of Holly Hill's Land Development Regulations and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 1, 4, 5, 6, 7, and 8 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022 for second and final reading.

Enacted and approved this 14th day of June, 2022, in Holly Hill

8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned last Saturday the city was supposed to have the ribbon cutting ceremony and the forecasted weather was going to be bad so it was canceled. They now want to move it to October 2022 with a bigger event to include a sanctioned BBQ contests. The challenge that we have is the city is going to be starting the South seawall construction somewhere just before that. But ideally October 14th and 15th is the weekend that they would like to do this. If the Commission doesn't have any objection, he would like to go ahead and schedule that and because the South seawall project is not FEMA related so we're not bound by the FEMA timeline. We can see if the notice to proceed on that can be given and by the time they get the materials, maybe they can start that the week after October 14th and 15th. Is this going to be a city sanctioned event or a third-party special event? That has to do with permitting, costs participation. Right now he just needs the date to be confirmed. ***There was consensus to October 14th and 15th for the ribbon cutting.*** Mr. Forte gave a brief update on the Overhead to Underground project. Staff sent the map off to FPL and this is going to be called **Phase 3** now because what the

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city thought was Phase 1 was really their Phases 1 and 2 so for consistency sake, the city will call this Phase 3. It goes from Walker Street to the north city limits. FPL will provide the city with a high level projection of what that cost is going to be and then that's restricting (??) the 10% change. Once we get that back we will then determine if we're going to move forward. If we do move forward then we have to provide FPL with a non-refundable deposit for them to go ahead and do the rest of the design and the engineering on that. If this next phase comes back at $6 million dollars, we're not going to have enough money to do it. If the complete project $3.5 million dollars, $4 million dollars, maybe a little bit more then we will be able to do it. Before the city starts doing anything as far as acquiring easements and moving forward, we need to first get that high level price projection from them (FPL) and see if it's going to be in the ballpark as to whether or not we will be able to do it. Mr. Forte gave a brief summary of the horse issue on Anniston Avenue with Mr. and Mrs. Gamache, which included them attending the Special Master hearing last week, June 9th, and in summary they were ordered to have the horse removed due to the violations with the city's ordinances and they were given five (5) days to get that done, which was yesterday, otherwise fines would be placed upon the property. The Special Master gave the city authority to enter upon the property to seize the horse, transport it and have the horse bordered at the owner's expense. Mr. Forte went by yesterday to speak with Mr. Gamache and the horse was still there in the morning and I told him we would be coming back in the afternoon because in the morning he said he couldn't find a place to place the horse so Mr. Walker and myself called several boarding facilities and we found at least 4, 5, or 6 facilities that were willing to board the horse and one was even able to hire a transport company to transport the horse to the facility. We met with Mr. Gamache later that afternoon around 3:00 PM and explained that to him and he promised me that the horse would be gone by Wednesday morning and it was going to go up to a property that they have in South or North Carolina. We took him on his word that this horse is going to be gone on Wednesday morning some time before noon, and if not, the city is going to take our steps to go ahead and compenscate the horse, take possession of it. He does have another person who has a facility in Port Orange who was going to pick up the horse today. The one person that was going to transport the horse to the Carolina's truck broke down and couldn't get here until Thursday and Mr. Gamache wanted an extension and he told him no. He suggested he get in touch with the person he knows in Port Orange to come get the horse. Tomorrow we will see if it has been transported out or if it stays on the property waiting for the other transport to take it to the Carolinas. Mr. Forte spoke on the violations and the fees that will occur if the sanitary nuisances and horse isn't removed. I would like to believe that the horse will be gone by the end of the week.

a. Voting Delegate Needed for FLC Annual Conference in August 2022

Mr. Forte mentioned since Commissioner Currie is the only one attending the FLC Annual Conference in August, the Commission has to delegate her as the Voting Delegate during the conference.

*Commissioner Danio made a motion to **APPOINT COMMISSIONER CURRIE AS THE FLC ANNUAL CONFERENCE VOTING DELEGATE FOR 2022**, seconded by Commissioner Johnson.*

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Vice Mayor opened public participation. No one spoke.

PASSED, 4-0.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Johnson asked if the Mayor could fill in for him at the TPO meeting next week, June 22nd because he will be out of State with Dallas' baseball tournament.

Commissioner Danio mentioned that he won't be here for the next Commission meeting, he will be on vacation.

D. Mayor's Comments
Vice Mayor Penny mentioned the he and Commissioner Danio went down to watch a couple of amphibious planes land at Sunrise Park. He did get the email that it was canceled but his neighbor contacted him and said there were planes landing in the Halifax river. Those are really cool planes. There might have to be some changes to the landing field because of the amount of brick that's there. There's some huge potential there. Observation deck on the north side of Sunrise Park. The Commission might need to give staff direction to look at that observation deck and ask is that an asset or a liability? There are a lot of rotten boards on that deck/dock. Several of the planks don't have anything keeping them down, some have one screw in them. It's not a fishing dock because it's too far from the river. Looking over the dock to the ground underneath, there was several items that belonged to a homeless person, a bicycle was underneath. He thinks that the Commission should take a look at that and see what can be done.

9. ADJOURNMENT

The meeting adjourned at approximately 7:50 PM.

Attachment: Minutes - June 14, 2022 - Regular City Commission meeting (3792 : Minutes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Purchase of Diesel Fuel from Petroleum Traders Corp in an Amount Not to Exceed $50,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-43**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has a 12,000 gallon above ground diesel tank located at the Public Works yard, which is used by diesel powered engines and the backup generator serving the water plant, sewer plant and Public Works administrative offices. This tank is filled annually at the beginning of hurricane season so that the water and sewer plants can continue to operate for an extended period of time should power fail due to tropical events.

Petroleum Traders Corp has agreed to allow the City of Holly Hill to piggyback Volusia County Master Agreement 860 32391A 1 for the provision of low sulfur diesel fuel. The cost structure for low sulfur diesel is a $.0627 markup over Oil Price Information Service (OPIS) daily low and $.0302 markup over OPIS daily for quantities greater than or equal to 7,500 gallons. The cost structure for low sulfur diesel is a $.03100 markup over OPIS daily low and $.2600 markup over OPIS daily for quantities under 7,500 gallons. The Volusia County Master Agreement and affiliated cost structure is included under 'Exhibit A'.

Staff recommends that a purchase of diesel is authorized at a price not to exceed $50,000.

FISCAL ANALYSIS:

Diesel fuel for the above ground tank will be charged to multiple funds to include:

- Sewer division fund 400-3020-535.52-50 at 40%
- Water division fund 400-3010-535.52-50 at 40%
- Stormwater division fund 460-3080-538.52-50 at 10%
- Streets division fund 001-4141-541.52-50 at 10%

Although fuel costs have risen dramatically and exceeded budgetary expectations during the current fiscal year, there is adequate savings within each of the divisional funds to cover the costs of the increase.

STAFF RECOMMENDATION:

Approve a purchase of diesel from Petroleum Traders Corp in an amount not to exceed $50,000 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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 A PURCHASE OF DIESEL FUEL FROM PETROLEUM TRADERS CORP IN AN AMOUNT NOT TO EXCEED $50,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Volusia County Master Agreement (PDF)

Resolution No. 2022-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PURCHASE OF DIESEL FUEL FROM PETROLEUM TRADERS CORP IN AN AMOUNT NOT TO EXCEED $50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PURCHASE OF DIESEL FUEL FROM PETROLEUM TRADERS CORP IN AN AMOUNT NOT TO EXCEED $50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, diesel fuel is needed in the City to provide for use in diesel engines as well as the backup generator for the Public Works Department; and

WHEREAS, Petroleum Traders Corp has agreed to allow the City of Holly Hill to piggyback Volusia County Master Agreement 860 32391A 1 for the purchase of diesel fuel; and

WHEREAS, adequate savings are available within the divisional funds to pay for the purchase of diesel fuel in an amount not to exceed $50000.

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

SECTION 1. That the Commission of the City of Holly Hill approve a purchase of diesel fuel from Petroleum Traders Corp in an amount not to exceed $50,000, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 28th day of JUNE, 2022.

Volusia County
FLORIDA

Master Agreement

NO. 860 32391A - 1

TERM: 2022-05-08 to 2023-05-07

Date Issued: 04/27/2022

Vendor contact:	County contact:	Bill To:
Name: BILL MINNICK **Phone:** 800-348-3705 **Ext.:** **E-mail:**	**Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Vendor Name:	Vendor No.	Ship To:
PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FORT WAYNE, IN 46804-7928	98020200020	AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: COUNCIL	

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 PRICE INCREASE ON DIESEL AND DYES FUEL ONLY	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Attachment: Exhibit A - Volusia County Master Agreement (2022-R-43 : Diesel Fuel Purchase)

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Partyâ€™s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Attachment: Exhibit A - Volusia County Master Agreement (2022-R-43 : Diesel Fuel Purchase)

Price Redetermination as of 03/2022
19-B-70EM, Bulk Fuel
Petroleum Traders Corporation

Volusia County
FLORIDA

Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfer Diesel +/= 7500 gallons	$0.0527	$0.0627	$0.0202	$0.0302
Ultra Low Sulfer Diesel less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600
Dyed Fuel (Off Road) +/= 7500 gallons	$0.0527	$0.0627	$0.0217	$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600

Approved by:

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Attachment: Exhibit A - Volusia County Master Agreement (2022-R-43 : Diesel Fuel Purchase)

File Number: 9726

Date: 04/19/2022	**AGENDA ITEM**	**Item:** 04

[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Business Services
Division: Fleet Management

Subject: Renewal of agreements for bulk fuel with Gentry Oil Company, Mansfield Oil Company, and Petroleum Traders Corporation 19-B-70EM.

Jeaniene Jennings Director Business Services Department Approval	Pamela Wilsky Approved in Accordance with Purchasing Policies and Procedures	Legal Heather Wallace Assistant County Attorney Approved as to Form and Legality	County Manager's Office Ryan Ossowski Chief Financial Officer
Robert Gilmore Director Fleet Management Division Approval	Aaron Van Kleeck Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	513-860-6300-5220 (Estimated Annual Expenditure: Fuel)	$6,188,333.00
456 Volusia Transportation Authori	456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)	$3,072,960.00
999 Various	999 Various Accounts (Estimated Annual Expenditures)	$91,500.00

Total Item Budget: $9,352,793.00

Staff Contact(s):	**Phone:**	**Ext.**
Jeaniene Jennings	386 822 5789	15789
Robert Gilmore	386 254 1595	11862

Summary/Highlights:
On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland FL , Mansfield Oil Company, Gainesville, GA and Petroleum Traders Corporation, Ft. Wayne, IN for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals.

Staff is satisfied with the service level provided by these vendors and recommends extension

Attachment: Exhibit A - Volusia County Master Agreement (2022-R-43 : Diesel Fuel Purchase)

of the agreements for the first one (1) year renewal with the same terms and conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of $.015 increase to their markup in accordance with Section 12 Unusual Costs due to unprecedented increase in transportation costs in the past two years. The estimated annual expenditure for these services is $9,352,793.00.

Copies of the fully executed agreements and applicable exhibits are available for review in the purchasing and contracts division.

Recommended Motion: Approval.

Attachment: Exhibit A - Volusia County Master Agreement (2022-R-43 : Diesel Fuel Purchase)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Hall & Ogle Architects, Inc., to Provide a Schematic Design Package for the New Fire Station Project for an Amount of $30,000.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-44**
APPLICANT:
PLANNER:

DISCUSSION:

On March 8, 2022, the City Commission approved Capital Improvement Projects and affiliated budget amendments via Resolution 2022-R-16. Among the Capital Projects approved was the allocation of $2,500,000.00 to build a new fire station. A proposal has been received from the city's continuing services architect, Hall & Ogle, Inc., to provide a schematic design package. Resolution 2022-R-16 is included under 'Exhibit A'.

This proposal purpose is to provide a conceptual design to be presented to the City Commission for comments and adoption to move forward with the next phase of producing construction plans for the proposed fire station. The fee for this services will be for $30,000.00.

A continuing services agreement with Hall & Ogle Architects to provide architectural services to the City of Holly Hill was approved on August 14, 2018 via RFQ-ARC-01. This agreement is attached under 'Exhibit C'.

Staff desires the City Commission to approve the conceptual architectural proposal in the amount of $30,000.00.

FISCAL ANALYSIS:

$2,500,000.00 has been allocated to general ledger account number 301-8110-580.62-00 for the funding of the new fire station using project code 22-BG-06.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Hall & Ogle Architects, Inc., for the provision of a schematic design package for the new fire station under the continuing architectural services agreement.

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.

MOTION:

APPROVE THE PROPOSAL RECEIVED FROM HALL & OGLE ARCHITECTS, INC., TO PROVIDE A SCHEMATIC DESIGN PACKAGE FOR THE NEW FIRE STATION PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2022-16 (PDF)
- Exhibit B - Conceptual Architecture Proposal (PDF)
- Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-2023 (PDF)

Resolution No. 2022-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE ARCHITECTS, INC., TO PROVIDE A SCHEMATIC DESIGN PACKAGE FOR THE NEW FIRE STATION PROJECT FOR AN AMOUNT OF $30,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE ARCHITECTS, INC., TO PROVIDE A SCHEMATIC DESIGN PACKAGE FOR THE NEW FIRE STATION PROJECT FOR AN AMOUNT OF $30,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has approved capital operating and capital improvement project funds budget amendments on March 8, 2022 via Resolution 2022-R-16; and

WHEREAS, the City has continuing services agreement with Hall & Ogle Architects, Inc., to provide architectural services for the new fire station project; and

WHEREAS, Hall & Ogle Architects, Inc., has submitted a conceptual architectural proposal in the amount of $30,000.00; and

WHEREAS, staff recommends the City Commission authorize the City Manager to enter into an agreement with Hall & Ogle Architects, Inc., for the provision of a schematic design package for the new fire station project.

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

SECTION 1. That the City Commission of the City of Holly Hill authorize the City Manager to enter into an agreement with Hall & Ogle Architects, Inc., for the provision of a schematic design package for the new fire station project.

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

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

APPROVED AND AUTHENTICATED on this 28th day of JUNE, 2022.

Resolution No. 2022-16

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING AND CAPITAL BUDGET, APPROPRIATING OPERATING AND CAPITAL PROJECTS THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL CAPITAL AND OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100, Resolution 2021-R-106 Resolution 2021-R-110, Resolution 2022-R-3, and Resolution 2022-R-15 amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The operating and capital improvement project funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

Attachment: Exhibit A - Resolution 2022-16 (2022-R-44 : Conceptual Architecture Design for New Fire Station)

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Attachment: Exhibit A - Resolution 2022-16 (2022-R-44 : Conceptual Architecture Design for New Fire Station)

Exhibit B

Public Works Projects, Funding and Priorities

Fund Source	Division	Project Name	Project Description	Project Estimated Cost	W Priority Per Fund	Management
General Fund	Facilities	PW Building	Small Engine Workshop/Sewer Garage	$ 60,000	1	Consultant
General Fund	Facilities	Fire Station	Build a New Fire Station	$ 2,500,000	2	Consultant
General Fund	Facilities	FPL Charging Station	Increase the size of he pad and install a concrete driveway	$ 60,000	3	In-House
General Fund	Facilities	Bulkhead	Replace Southern Bulkhead at Sunrise Park-construction phase	$ 700,000	4	In-House
General Fund	Facilities	Conversion of the Old Fire Station	Upgrade Buildings to accommodate evidence storage and PW storage	$ 100,000	5	Consultant
General Fund	Facilities	Riverside Park Seawall	Replace seawall at Riverside Park	$ 800,000	6	In-House
General Fund	Facilities	Centennial Park Bridge Demolition	Demolish the Bridge to nowhere at Centennial park-operating expense	$ 25,000	7	In-House
General Fund	Facilities	Sunrise Park Improvements	Replace and Upgrade the Pavilions, and provide irrigation	$ 650,000	8	Consultant
			Total	**$ 4,895,000**		

Note: $4,000,000 funded from General fund reserves & $895,000 funded from Solid Waste reserves.

Attachment: Exhibit B Capital Projects Priorities (2022-R-16 : Amending the Fiscl Year 2021-2022 Annual

Attachment: Exhibit A - Resolution 2022-16 (2022-R-44 : Conceptual Architecture Design for New Fire Station)

Exhibit B

Public Works Projects, Funding and Priorities

Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management	
Water-Sewer	Waste Water	Force Main Replacement from under the Canal-Influent	Replace the Sewer Force Main from under the canal to an elevated crossing with double Lined Pipe and the installing of several valves at the waste water plant	$ 350,000	1	Consultant	
Water-Sewer	Water	Lime Silo	Softener #1 Rehab to include Shaft Replacements and upgrades	$ 250,000	2	Consultant	
Water-Sewer	Water	Clearwell & High Service Pumps Control Panel	Upgrade and replace the control panels for the Transfer Pumps as part of the clear well upgrade	$ 400,000	3	In-House	Additional Funding to Clearwell Upgrade Project
Water-Sewer	Waste Water	Sand Filter Rehab	Rehab the Sand Filter to include Injectors and new panels	$ 400,000	4	In-House	Additional Funding to Sand Filter Media Project
Water-Sewer	Waste Water	Sewer Manhole Evaluation and Rehabilitation	Sewer Manhole Evaluation and Rehabilitation	$ 100,000	5	Consultant	
Water-Sewer	Water	Automatic Sampling Stations	Install 25 Sampling stations within the city	$ 150,000	6	In-House	
Water-Sewer	Water-Sewer	Water and Wastewater Generator Replacement	Replace The Wastewater/Water Generator for the Plants	$ 500,000	7	In-House	
Water-Sewer	Waste Water	Rehab LS # 4 and the Enclosure Building	Rehab the largest Lift Station in the city to include the building that has deteriorated over the years	$ 300,000	8	Consultant	

Attachment: Exhibit B Capital Projects Priorities (2022-R-16 : Amending the Fiscl Year 2021-2022 Annual

Attachment: Exhibit A - Resolution 2022-16 (2022-R-44 : Conceptual Architecture Design for New Fire Station)

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	**Division**	**Project Name**	**Project Description**	**Project Estimated Cost**	**PW Priority**	**Management**
Water-Sewer	Waste-Water	Compliance with SB 64-multi year project	Implement all of the improvements identified by the SB 64 Report to eliminate any and all discharge of reclaimed water to the Halifax River by 2026	$ 1,800,000	9	In-House
Water Sewer	Water	Replace of 3 Watermains 3rd & Gibbons, 3rd St., 1 to be determined	The city has identified Several Watermains that are in need of replacements throughout the city	$ 750,000	10	Consultant
			Total	**$ 5,000,000**		

Attachment: Exhibit B Capital Projects Priorities (2022-R-16 : Amending the Fiscl Year 2021-2022 Annual

Attachment: Exhibit A - Resolution 2022-16 (2022-R-44 : Conceptual Architecture Design for New Fire Station)

HALL & OGLE ARCHITECTS, INC.
AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

Attachment: Exhibit B - Conceptual Architecture Proposal (2022-R-44 : Conceptual Architecture Design for New Fire Station)

June 9, 2022

Steve Juengst
Public Works Administrative Manager
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Re: Architectural Fee Proposal for Replacement Fire Station Schematic Design Package

Mr. Juengst:

Hall & Ogle is pleased to provide you with a schematic fee proposal for the above referenced project.

Project Scope:

- Design new replacement fire station
- Located adjacent to existing station (Existing station to remain operational while new station is built)
- Station approximately 5,900 SF with 3,400 SF support areas and 2,500 SF equipment bays / storage areas
- Review programmatic needs / spaces.
- Verify square footage and millwork requirements
- Develop conceptual plan
- Review with city personnel
- Revise per input as required
- Develop site plan with parking / storm water / emergency generator
- Design concept facility to be level IV essential structure (FBC 2017)
- Provide basic (conceptual) outline specs of facility
- Provide opinion of probable cost

Basic Program: Verification

Support Areas:	3400 SF
• Entry / Lobby	
• Conference / Training / Library	200 SF
• Public Toilet	45 SF
• Physical training	320 SF
• Living / Day Room	290 SF
• Dining Area	170 SF
• Kitchen	200 SF
• Captains Office	250 SF
• (2) Offices / Bunk	120 SF
• (3) Bunk Rooms	84 SF
• (1) Captain Bunk	116 SF
• (2) Toilet / Showers	70 SF
• Custodial / Mech. / Elect. / Data	
• Corridors	

Equipment Bays / Storage: 2500 SF

- (2) Apparatus Bays 800 SF
- Laundry 74 SF
- EMS / Bio Storage 130 SF
- Gear Storage 160 SF
- Uniform Storage 130 SF
- Station Storage 125 SF

Colored Presentation Drawings:
(Mounted on Foam Board)

- Floor plan
- Site Plan
- Exterior Elevations
- (2) 3D views of buildings with site

Fee for Architectural Schematic Services:

Verify programmatic requirements
Design building / meetings
Preliminary code review
Presentation package
Colored presentation board per above scope
Outline specifications
Opinion of Cost

Total: $30,000

Construction Budget (Building / Site Costs)
Contingency (Misc. Soft Costs) $1,800,000

If approved by city commission, we would be delighted to provide architectural / engineering services for construction documents, bidding / code review, and construction administration services for an additional fee.

Scope of Construction Document Services:

- Final dimensioned site plan (landscape / irrigation plans provided as additional services)
- Floor plan
- Dimension plan
- Foundation plan
- Framing (roof) plans
- (4) Exterior elevations
- (4) Building sections
- (4-6) Wall sections
- Misc. details
- Room finish schedule
- Door / window schedules / details (Note: impact resistant required)
- Project specifications
- Full set civil / structural / mechanical / plumbing / electrical engineering

Construction Phase Services:

- Respond to code review comments
- Attend pre-bid / pre-construction meeting – (2) meetings total
- Respond to contractors Request for Information (RFI's) during construction
- Issue Field Orders as needed
- Review architectural submittals

Attachment: Exhibit B - Conceptual Architecture Proposal (2022-R-44 : Conceptual Architecture Design for New Fire Station)

- Attend required job meetings (12) visits provided, including substantial and final inspections
- Assist with reviewing close-out documents. Project as-builts provided as additional services.

Additional Service:

Additional services when required by owner or contractor shall be provided by HHO's hourly rates per city's contracts:

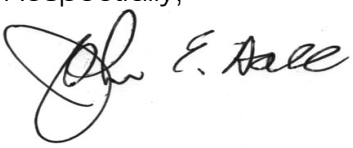
- Project Architect:
- CAD Technician
- Clerical

Additional services per city's contract:

- Additional project meetings / site visits above what is called for above
- Document reproduction above what is required for project coordination and required submittals
- Project "As-Builts" beyond architectural items of project
- Cost estimating services
- Non-conventional expenses including unanticipated travel / reproduction costs or changes in scope of work past what is defined in this proposal

Thank you for this opportunity to provide you with this proposal. If you have any questions, please feel free to call anytime to discuss your concerns. If this proposal is acceptable, provide Letter of Acceptance / Notice to Proceed.

Respectfully,



John E. Hall, Principal/President

Hall & Ogle Architects, Inc.

Attachment: Exhibit B - Conceptual Architecture Proposal (2022-R-44 : Conceptual Architecture Design for New Fire Station)

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Continuing Service Contract for
Architectural Services
Request for Qualification (RFQ) #ARC-18-01

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between Hall & Ogle Architects, Inc., duly authorized to conduct business in the State of Florida and whose address is 208 Magnolia Ave. Daytona Beach, Florida 32114, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ # **ARC-18-01**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City.

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

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
John E. Hall, Principal / President
Hall & Ogle Architects, Inc
208 Magnolia Ave.
Daytona Beach, Florida 32114
(386-255-6163

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The

Attachment: Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-2023 (2022-R-44 : Conceptual Architecture Design for New

prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. The City and the Consultant have agreed that claims, disputes or other matters in question between the parties to this Agreement shall be first subject to presuit mediation prior to the filing of any legal claims or litigation. Completion of presuit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Failing agreement of the parties on the selection of a mediator and the date of mediation, mediation shall be conducted pursuant to the Mediation Rules of the American Arbitration Association. All cost of mediation will be equally shared. The laws of the State of Florida shall govern this Agreement. Any legal actions arising from disputes, claims or other matters in question between the parties to this Agreement shall be brought to a state court located in Volusia County Florida, for their resolution. THE PARTIES HEREBY EXPRESSLY WAIVE VENUE IN THE FEDERAL COURTS OF THE UNITED STATES AND WAIVE TRIAL BY JURY.'

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: 8-20-2018

WITNESSES:

David Ogle, V.P.

FIRM:

By: John E. Hall

John E. Hall, Principal / President

Dated: 25 JULY 2018

Attachments: A. Firm Rates

Approved by the City Commission of the City of Holly Hill at a meeting held on this 14th day of August, 2018 under Agenda Item No. 5, Consent Agenda

Attachment: Exhibit C - Hall & Ogle Continuing Services Agreement through 8-14-2023 (2022-R-44 : Conceptual Architecture Design for New

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Final One (1) Year Extension of the Continuing Architectural Services Agreement Between the City of Holly Hill and Hall & Ogle Architects, Inc., and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-45**
APPLICANT:
PLANNER:

DISCUSSION:

On August 14, 2018, the City Commission approved a continuing services agreement with Hall & Ogle Architects under RFQ-ARC-01. The terms of this contract are for three (3) years with two (2) optional one (1) year extensions as approved by the City Commission. The City Commission approved the first of the (1) year extension on July 27, 2021.

It is recommended to keep an architectural continuing services contract active in the event that design services for City facilities are required. As such, staff recommends that the final one (1) year extensions be granted to Hall & Ogle Architects.

A copy of the executed professional services agreement is attached under Exhibit "A".

FISCAL ANALYSIS:

There are no costs affiliated with the extension of the continuing services agreement with Hall & Ogle Architects as charges only occur when specific work is approved.

STAFF RECOMMENDATION:

Approve the final one (1) year extensions for architectural services with Hall & Ogle Architects and authorize the City Manager to execute the same.

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 #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:

APPROVING THE FINAL ONE (1) YEAR EXTENSION OF THE CONTINUING ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND HALL & OGLE ARCHITECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Executed Professional Services Agreement (PDF)

Resolution No. 2022-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FINAL ONE (1) YEAR EXTENSION OF THE CONTINUING ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND HALL & OGLE ARCHITECTS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FINAL ONE (1) YEAR EXTENSION OF THE CONTINUING ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND HALL & OGLE ARCHITECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the agreement with Hall & Ogle Architects to provide architectural services was approved by the City Commission on August 14, 2018 with a term of three (3) years with two (2) one-year extension options; and

WHEREAS, it is recommended to keep an architectural continuing service active in the event that design services for City facilities are required.

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

SECTION 1. The City Commission approves the final one (1) year extension of the continuing architectural services agreement between the City of Holly Hill and Hall & Ogle Architects.

SECTION 2. The City Commission authorizes the City Manager to execute the final (1) year extension year extension of the continuing architectural services agreement between the City of Holly Hill and Hall & Ogle Architects.

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

APPROVED AND AUTHENTICATED on this 28th day of JUNE, 2022.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Continuing Service Contract for
Architectural Services
Request for Qualification (RFQ) #ARC-18-01

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between Hall & Ogle Architects, Inc., duly authorized to conduct business in the State of Florida and whose address is 208 Magnolia Ave. Daytona Beach, Florida 32114, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

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SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City.

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SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
John E. Hall, Principal / President
Hall & Ogle Architects, Inc
208 Magnolia Ave.
Daytona Beach, Florida 32114
(386-255-6163

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The

Attachment: Exhibit A - Executed Professional Services Agreement (2022-R-45 : Architectural Services Extension - Hall & Ogle, Inc.)

prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. The City and the Consultant have agreed that claims, disputes or other matters in question between the parties to this Agreement shall be first subject to presuit mediation prior to the filing of any legal claims or litigation. Completion of presuit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Failing agreement of the parties on the selection of a mediator and the date of mediation, mediation shall be conducted pursuant to the Mediation Rules of the American Arbitration Association. All cost of mediation will be equally shared. The laws of the State of Florida shall govern this Agreement. Any legal actions arising from disputes, claims or other matters in question between the parties to this Agreement shall be brought to a state court located in Volusia County Florida, for their resolution. THE PARTIES HEREBY EXPRESSLY WAIVE VENUE IN THE FEDERAL COURTS OF THE UNITED STATES AND WAIVE TRIAL BY JURY.'

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: 8-20-2018

WITNESSES:

David Ogle, V.P.

FIRM:

By: _____
John E. Hall, Principal / President

Dated: 25 JULY 2018

Attachments: A. Firm Rates

Approved by the City Commission of the City of Holly Hill at a meeting held on this 14th day of August, 2018 under Agenda Item No. 5, Consent Agenda

Attachment: Exhibit A - Executed Professional Services Agreement (2022-R-45 : Architectural Services Extension - Hall & Ogle, Inc.)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Relating to State Legislative Services; Approving an Agreement with Doug Bell from the Firm Metz, Husband, & Daughton, PA, for State Legislative Appropriations Services in the Amount of $40,000 Per Year for a One-Year Period Paid in Monthly Installments; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-46**
APPLICANT:
PLANNER:

DISCUSSION:

Lobbyists are professionals who work to influence public policy in favor of their clients' interests. Often hired by government officials to get information, political, as well as, technical and often used to acquire funding from State grants through the Legislature.

The city is in need of a lobbyist to assist the city in acquiring a lobbyist for the purpose of identifying and assisting the city in acquiring appropriations funding. Other typical services regarding policy making will be left to the League of Cities.

The hiring of a lobbyist falls under Section 2.31 (Non-Competitive Negotiations) of the purchasing policy as *"Consultant Services, other than those regulated by § 287.055, Fla. Stat.;"*

Attached is an engagement letter from Doug Bell with Metz, Husband & Daughton, PA.

FISCAL ANALYSIS:

The annual cost for the Lobbyist is $40,000 per year plus minimal expenses upon approval of the City Manager.

STAFF RECOMMENDATION:

To approve the Resolution and the hiring of Doug Bell of the firm Metz, Husband & Daughton, P.A., 119 S. Monroe St., Suite 200, Tallahassee, FL 32301-1591.

COMMISSION GOAL:

N/A

MOTION:

TO APPROVE THE RESOLUTION AND THE HIRING OF DOUG BELL OF THE FIRM METZ, HUSBAND & DAUGHTON, P.A., 119 S. MONROE ST., SUITE 200, TALLAHASSEE, FL 32301-1591.

ATTACHMENTS:

- Doug Bell engagement letter 6.28.22 (PDF)

Resolution No. 2022-46

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO STATE LEGISLATIVE SERVICES; APPROVING AN AGREEMENT WITH DOUG BELL FROM THE FIRM METZ, HUSBAND, & DAUGHTON, PA, FOR STATE LEGISLATIVE APPROPRIATIONS SERVICES IN THE AMOUNT OF $40,000 PER YEAR FOR A ONE-YEAR PERIOD PAID IN MONTHLY INSTALLMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO STATE LEGISLATIVE SERVICES; APPROVING AN AGREEMENT WITH DOUG BELL FROM THE FIRM METZ, HUSBAND, & DAUGHTON, PA, FOR STATE LEGISLATIVE APPROPRIATIONS SERVICES IN THE AMOUNT OF $40,000.00 PER YEAR FOR A ONE YEAR PERIOD PAID IN MONTHLY INSTALLMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to engage Doug Bell to provide assistance with legislative appropriations services. The engagement letter attached hereto provides for continuing services with a rumination clause upon 30 days' notice by either party; and

WHEREAS, Doug Bell has extensive experience serving as a lobbyist for other municipalities; and

WHEREAS, the Holly Hill City Manager recommends that it is in the best interest of the City of Holly Hill to enter into this engagement.

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

SECTION 1. Ratification of the engagement letter is hereby approved.

SECTION 2. The approved compensation, as budgeted, shall not exceed $40,000.00 plus expenses paid in monthly installments beginning July 1, 2022.

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

APPROVED AND AUTHENTICATED on this 28th day of JUNE,

2022.

MHD

METZ, HUSBAND & DAUGHTON, PA

DOUGLAS S. BELL
JAMES R. DAUGHTON, JR.
LESLIE DUGHI
WARREN H. HUSBAND
ALLISON LIBY-SCHOONOVER*
AIMEE DIAZ LYON
STEPHEN W. METZ
ANDREW T. PALMER*
KARL RASMUSSEN*

*Governmental Consultant-
Not a Member of the Florida Bar

REPLY TO:

Post Office Box 10909
Tallahassee, Florida 32302-2909

119 South Monroe Street, Suite 200
Tallahassee, Florida 32301

Telephone: (850) 205-9000
Facsimile: (850) 205-9001

June 22, 2022

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

Re: State Governmental Affairs Services

Dear Mr. Forte:

Thank you for your interest in our firm and the opportunity to represent the City of Holly Hill ("the City"). Based upon our conversation, we have prepared this engagement letter in response to your expressed interest in retaining our firm to assist the City with representation before Florida's legislative and executive branches. This representation will focus on lobbying in pursuit of legislative appropriations as directed by the City Manager or his/her designee.

The purpose of this letter is to set forth our understanding of the services you expect our firm to perform and the resulting fee for those services. Accordingly, this letter confirms our agreement to represent the City from the period of July 1, 2022 – June 30, 2023.

Our firm's fee for providing these services will be $40,000, paid in monthly installments, with the first installment due upon execution of this agreement. The City will also be responsible for all customary costs that are incurred in the course of your representation, including, but not limited to, copying, computer research services, and other out-of-pocket expenditures.

Our firm will send you an invoice reflecting the fees then due and any cost disbursements. Rest assured, however, that we are always mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. As such, we will seek at all times to represent you in the most cost-efficient and effective manner possible. Our representation will conform to the terms of this agreement, and may be terminated by either party upon 30 days notice.

Attachment: Doug Bell engagement letter 6.28.22 (2022-R-46 : Lobbyist Engagement)

We sincerely appreciate the opportunity to represent the City, and look forward to a successful working relationship.

Sincerely,

Douglas S. Bell
Metz, Husband & Daughton, P.A.

Agreed to and Accepted by:
The City of Holly Hill

By: _____

Name: _____

Title: _____

Attachment: Doug Bell engagement letter 6.28.22 (2022-R-46 : Lobbyist Engagement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding the Contract for the Sunrise Park North – Southern Bulkhead Replacement in the Amount of $677,060.30 to Rush Marine, LLC; Approving an Increase of the 22-BG-08 Sunrise Park North – Southern Bulkhead Replacement Project Budget to $750,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-47**
APPLICANT:
PLANNER:

DISCUSSION:

On March 8, 2022, the City Commission approved a project to replace a 240-foot section of the southern bulkhead at Sunrise Park North due to significant lateral cracking. The construction phase of the replacement of this bulkhead was advertised as an Invitation to Bid 22-BG-08 on May 9, 2022. The Invitation to Bid is included under Exhibit 'A'.

The City received four (4) proposals for this project, included under Exhibits 'B' through 'E':

• Rush Marine, LLC	$ 677,060.30
• Saboungi Construction, Inc.	$ 1,213,120.00
• Poseidon Dredge & Marine Inc.	$ 881,434.00
• S.E. Cline Construction, Inc.	$ 729,132.89

An evaluation committee comprised of city staff and the engineer of record have reviewed the bids received and have found Rush Marine, LLC to be the lowest qualified bidder. In addition, staff solicited formal references on the past work of Rush Marine, LLC and received very favorable recommendations. As such, staff are recommending the award of the replacement of the southern bulkhead at Sunrise Park North to Rush Marine, LLC. References received are included under Exhibit 'F'.

The results of the evaluation committee are included under Exhibit 'G' and the formal recommendation from Sea Diversified is included under Exhibit 'H'.

FISCAL ANALYSIS:

There is $700,000 allocated in general ledger capital account 301-8110-580.63-00 for the Sunrise Park North - Southern Bulkhead Replacement project. The cost of construction administrative support services for this project is an amount not to exceed $56,340. As such, the total cost of the construction portion of this project is anticipated to be $733,400.30.

Staff recommends that funds allocated for capital project contingency be transferred to this project for a new project funding of $750,000. This will allow for $16,599.70 in the project budget for any unforeseen site conditions which may affect project cost.

STAFF RECOMMENDATION:

Approve and award Rush Marine, LLC. the construction contract for the Sunrise Park North - Southern Bulkhead Replacement in the amount of $677,060.30, approve an increase of the 22-BG-08 Sunrise Park North - Southern Bulkhead Replacement project budget to $750,000, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE AND AWARD RUSH MARINE, LLC THE CONTRACT FOR THE SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT IN THE AMOUNT OF $677,060.30; APPROVE AN INCREASE OF THE 22-BG-08 SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT PROJECT BUDGET TO $750,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Invitation to Bid 22-BG-08 (PDF)
- Exhibit B - Rush Marine Proposal (PDF)
- Exhibit C - Saboungi Construction (PDF)

- Exhibit D - Poseidon Dredge and Marine Proposal (PDF)
- Exhibit E - SE Cline Proposal (PDF)
- Exhibit F - Rush Marine Reference Checks (PDF)
- Exhibit G - Evaluation Committee Recommendation (PDF)
- Exhibit H - Engineer Recommendation (PDF)

Resolution No. 2022-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDING THE CONTRACT FOR THE SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT IN THE AMOUNT OF $677,060.30 TO RUSH MARINE, LLC; APPROVING AN INCREASE OF THE 22-BG-08 SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT PROJECT BUDGET TO $750,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDING THE CONTRACT FOR THE SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT IN THE AMOUNT OF $677,060.30 TO RUSH MARINE, LLC; APPROVING AN INCREASE OF THE 22-BG-08 SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT PROJECT BUDGET TO $750,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has approved a project to replace a 240-foot section of the southern bulkhead at Sunrise Park North; and

WHEREAS, a formal Invitation to Bid was advertised with four (4) proposals received; and

WHEREAS, Rush Marine, LLC was found to be the lowest responsive and responsible bidder; and

WHEREAS, the cost of the construction phase of the Sunrise Park North - Southern Bulkhead Replacement project will require an increase of the project budget.

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

SECTION 1. That the Commission of the City of Holly Hill approve and award Rush Marine, LLC with a contract to replace a 240-foot section of the southern seawall at Sunrise Park North at a cost of $677,060, and authorize the City Manager to execute the same.

SECTION 2. That the Commission of the City of Holly Hill approve an increase of the project budget for project 22-BG-08: Sunrise Park North - Southern Bulkhead

Replacement to $750,000, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 28th day of JUNE, 2022.

HOLLY HILL
FLORIDA

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

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00 30 00	Proposal
00 31 00	Schedule of Unit Prices
00 32 00	Statement of Bidder's Qualifications
00 33 00	Listing of Subcontractors
00 33 10	Listing of Previous Experience
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Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT
BID# 22-BG-08

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 a.m., June 7, 2022** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 a.m. on May 17, 2022.** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

The City of Holly Hill is requesting proposals from experienced marine contractor(s) to replace an approximately 240-foot section of concrete bulkhead with a vinyl sheet pile bulkhead with integral concrete cap and concrete batter piles. The installation of the new bulkhead will be constructed immediately waterward of the existing bulkhead. Removal of the existing bulkhead cap will be required to facilitate the construction of the new cap. This RFP contains plans approved by the city.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 p.m. on May 31, 2022.**

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

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

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

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

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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

One (1) original and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL
VOLUSIA COUNTY,
FLORIDA s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID NO. 22-BG-08

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Sea Diversified, Inc. entitled,

SOUTH BULKHEAD CONSTRUCTION PLANS – SUNRISE PARK NORTH

B.The location of the project is 1135 Riverside Drive, Holly Hill, Florida 32117.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit ~~to the Engineer~~ a written request for an interpretation thereof to financedirector@hollyhillfl.org. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

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

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

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.15 SUBMITTING PROPOSAL

One (1) original and (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.17 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

1.18 SURETY BONDS

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

   Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.

C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/ her Contract cause damage to any person, any property, or work of another

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal.

No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been place 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the City of Holly Hill purchasing policy section 14.2 and section 10.4.1 of the City of Holly Hill Personnel Rules and Regulations. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause

1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

1.26 IMMIGRATION REFORM AND CONTROL ACT

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

1.27 LOCAL VENDOR PREFERENCE

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

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID NO. 22-BG-08

(To be completed in Duplicate)

Bidder's Name:_____

Submitted: _____, 20

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of**,**

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

_____

(In Words)

Dollars $ (In Figures)

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **180 days** and final completion within **30 days** of substantial completion**.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to _____(Owner).

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

_____
Name of Bidder

_____
Address

_____
City/State/Zip

_____
Telephone

_____
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____
_____
_____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID# 22-BG-08

BID SCHEDULE
Sunrise Park - Southern Bulkhead Replacement
24-Mar-22
Page One

RESPONDENT _____

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	240.0	LF		
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	30.0	EA		
3	24"x33" Min. Concrete Cap - Materials and Labor	240.0	LF		
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA		
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	250.0	CY		
6	Timber Handrail System - Materials and Labor	240.0	LF		
Total - Composite Sheetpile Bulkhead & Timber Railing					

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Other Costs					
7	Contractor Mobilization/Demobilization	1.0	LS		
8	Demolition of Existing Structures	1.0	LS		
9	Site Restoration (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS		
10	Insurance, Licenses, Bonds and Misc.	1.0	LS		
11	Environmental Control Measures	1.0	LS		
12	Survey Layout and Asbuilts	1.0	LS		
Total – Other Costs					

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing $ _____

Other Costs $ _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Total $ _____

Total Base Bid

Total Base Bid in Writing:_____

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
2a	Concrete Pile Length Increase - Materials and Labor		LF
2b	Concrete Pile Length Decrease - Materials and Labor		LF

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

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: _____ License No: _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment _____.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $_____

O. Give bank reference: _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this _____ day of _____, 20____.

_____
Name of Bidder
By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says

that he is the _____ of_____and that

the answers to the _____ foregoing questions
Name of Organization
and all statements therein contained are true and correct.

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

_____
Notary Public

_____
Notary Public (Print or Type) My commission expires: _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK NOTH – SOUTHERN BULKHEAD REPLACEMENT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this_____day of _____, 20___, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

_____

_____

Address

_____

Corporate Principal

ATTEST:

_____ _____

President AFFIX
CORPORATE SEAL

_____

_____

Address

By_____

AFFIX
CORPORATE SEAL

_____

Corporate Surety

ATTEST:

_____ _____

Title

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____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: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(Signature) _____ Date: _____

State of _____County of_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____day of_____, 20__.

_____
Notary Public

My Commission Expires:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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.

_____

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

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

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

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

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

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 70

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____organized and existing under the laws of the State of_____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____trading as_____ of _____City_____State of_____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

Sunrise Park North – Southern Bulkhead Replacement

herein called for, in strict accordance with the Drawings and Specifications prepared by Sea Diversified, Inc., which Contract include, but is not limited to, the following Contract Documents:

a. Invitation
b. Instructions
c. Proposal
d. This Agreement
e. Performance Bond
f. Labor and Material Payment Bond
g. Insurance
h. Specifications
i. Addenda (if any)
j. Drawings

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **180 days with an additional 30 days for final completion**.

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$500 (FIVE HUNDRED DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of $_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 50% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain five percent (5%) of the amount of each estimate.

2. .

2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation. ARTICLE V.

A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST: CITY OF HOLLY HILL, FLORIDA

By_____

Valerie Manning Joseph A. Forte

Title City Clerk Title City Manager

_____

WITNESS: CONTRACTOR

_____ By_____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the _____ of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

Name of Project

City Project No. **22-BG-08**

Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____ _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and ___/100 Dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by William T. Sadler Jr, P.E., Florida Registration No. 41184, of the engineering firm Sea Diversified, Inc. , the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials,

Capital Project
11/8/2010 - LL

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or, with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

_____
(Name of Principal)

Attest:

By:_____

_____
(As to Corporate Principal) Secretary

Name/Title:_____

_____
(Witness to Principal)

(*Corporate Seal*)

_____
(Surety)

_____ (Witness to Surety)

By:_____

(Attorney-In-Fact)

(*Corporate Seal*)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 64 00

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)

BOND No. _____

PRINCIPAL:
Name of Developer/Contractor: Address:

_____

_____

Contact Person: Phone Number: _____

( ) -

SURETY: _____
Address: _____

_____

Contact Person: Phone Number: _____

( ) -

OWNER: City of Holly Hill, Florida, a chartered municipal corporation
1065 Ridgewood Avenue
Holly Hill, FL 32117
Contact Person: City Manager
Phone Number: (386) 248-9463

Amount: $ _____ **City Case/Project No**. 22-BG-08

Description of Work:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

Project Location: Holly Hill, Volusia County, Florida **Legal**

Description: City Right-of-Way or Easement.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Certificate for Filing in Public Records

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA

pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 22-BG-08.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____
a Florida _____
Mailing Address:
_____

By:_____
Name/Title:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____as a duly authorized representative of _____a Florida_____, the Principal named in the attached **Payment and Performance Bond No. _____.**

Notary, please check one:

_____ Personally known to me _____ _____

Produced identification Notary Public, State of Florida My Commission Expires:

_____ Printed Name: _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to _____, of the City of _____, State of _____ , the following policy or policies; Public Liability Policy No. _____ effective on, _____. 20___, limits_____, Property Damage Policy No. _____effective on _____, 20__, and expiring on_____, 20___, limits_____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____, in writing thirty (30) days prior to cancellation of the policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____being duly sworn according to law, deposes and says (it, he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____Company, under the terms of Policy No. _____ for a period from _____, 20___ to _____, 20 __.

WITNESS:
_____

CONTRACTOR:
_____

By_____

Title_____

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

_____
Notary Public

_____
Notary Public (Print or Type) My

Commission Expires: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 66 50
CERTIFICATE OF INSURANCE FOR
WORKMEN'S COMPENSATION

This is to certify that _____, Company has issued to _____, of the City of_____, State of _____, the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. _____effective on _____, 20 _____.

Reference Policy No. _____effective on_____, 20____ and expiring on _____, 20 re _____limits

.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the _____in writing thirty (30) days prior to cancellation of policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the ___ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____ for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Sea Diversified, Inc. 160 Congress Park Drive. Suite 114, Delray Beach, Florida 33445.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at this ___ day of _____, 20___.

By _____
Contractor

Title _____

State of _____

County of _____

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

_____
Notary Public

My Commission Expires: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 68 00
RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned_____ of _____ was heretofore, on _____, 20 ___, award a Contract by _____for the Contract Price of to furnish all the materials and labor in the construction of a project entitled:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

in accordance with the plans and specifications therefore, as prepared by Sea Diversified, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of $_____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____ _____, 20 ___.

Witnessed by:

_____

_____

CONTRACTOR

By _____

Title _____

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of _____ , 20 ___.

My Commission Expires:

_____

Notary Public, State of Florida

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 69 00
CONSENT OF SURETY
For Final Payment

Project Name:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

Location _____

Project No._____ Contract No._____

Type of Contract_____

Amount of Contract_____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:_____ on the Payment Bond of the following named Contractor: _____ hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond:

.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

INSERT EJCDC DOCUMENTS: SECTION 00 70

COVERPAGE (2 PAGES)
GUIDELINES (2 PAGES)
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT TABLE OF CONTENTS (5 PAGES)
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (70 PAGES)

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 70 50
RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of:_____

Dollars ($_____) set out in the accompanying Estimate Statement No. _____ Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

_____
Contractor

_____

Title:_____

_____

(SEAL)

Taken, sworn, and subscribed to before me this _____day of _____, 20___.

_____
Notary Public Signature

_____
Notary Public (Print or Type)

(SEAL)

My commission Expires:_____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

(1) Maximum Deductible - $5,000 each claim

(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

X	**General Liability**		**Minimum Limits Required**	
	X	**Commercial General Liability**	$ 2,000,000	**General Aggregate**
	X	**Occurrence Form**	$ 1,000,000	**Product/Completed Operations Agg.**
	___	_____	$ 1,000,000	**Personal & Advertising Injury**
	___	_____	$ 1,000,000	**Each Occurrence**
	___	_____	$ 100,000	**Fire Damage Pump Stations**

X **Automobile Liability**
Owned, Hired & Non-Owned — $ 1,000,000 **Combined Single Limit per Occurrence**

X **Worker's Compensation and Employer's Liability** — **Statutory**
$ 100,000 **Each Accident**
$ 500,000 **Disease - Policy Limit**
$ 100,000 **Disease - Each Employee**

___ **Professional Liability - Errors & Omissions (*To be completed by Bidder)**
*** Deductible: $_____** $_____ **Aggregate ***
Claims Made (Y/N):_____ $_____ **Each Claim**
***Occurrence (Y/N):**
***Defense included in Limits (Y/N):**

X **Builder's Risk/Installation Floater (*To be completed by Bidder)**
*** Flood included $_____ Limit** $_____ **100% of Completed or Installed Value, All-Risk Form**
*** Transportation included $_____ Limit**
*** Storage included $_____ Limit**
City must be a named insured. Copy of policy will be required.

___ **Other**

_____ $

_____ $

X **The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.**

X **Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.**

X **Certificates must identify bid number and bid title.**

X **A Wavier of Subrogation shall be provided to the City**

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

OWNER: _____
ENGINEER: _____ PROJECT NO. _____
CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____
RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

- ☐ CONTRACTOR
- ☐ FIELD (INSPECTOR)
- ☐ OWNER
- ☐ ARCHITECT
- ☐ OTHER: _____

END SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 10
NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project:

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____ Dollars ($_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- Agreement Between Owner and Contractor
- Payment and Performance Bond
- Public Construction Bond
- Insurance Requirements
- Affidavit Regarding Workman's Compensation
- Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20___.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

1. You must deliver to the OWNER two (2) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement two (2) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.

3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.

4. You must deliver with the executed Agreement two (2) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one (1) fully signed counterpart of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 20
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

_____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____ __, 20___. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____ _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

_____

_____
(Name/Title)

_____
(Date)

END OF SECTION
00 84 20-1

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. to No. _____. $ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: $ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: $ _____	Changes in contract time requested this Change Order No. _____ Days
Contract Price with all approved Change Orders: $ _____	Contract Times with all approved Change Orders: Final Completion:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Acknowledgments:

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

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

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Sea Diversified, Inc.
(Engineer)

By:_____ _____
Name Typed (Date)

_____ _____
(Authorized Signature)

ACCEPTED BY:

_____ _____
(Contractor)

_____
Name Typed (Date)

_____ _____
(Authorized Signature)

APPROVED BY:

_____ _____
Owner

By:_____ _____
Name Typed (Date)

_____ _____
(Authorized Signature)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER TOTAL		ADDITIONS $ 0.00	DEDUCTIONS $ 0.00
Approved this month			
Number	Date Approved		
	TOTALS	$ 0.00	$ 0.00
Net Change by Change Orders			$ 0.00

1.	ORIGINAL CONTRACT SUM	$	0.00
2.	Net Change by Change Order	$	0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	$	0.00
4.	TOTAL COMPLETED AND STORED TO DATE	$	
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)		
	a. % of Completed Work	$	
	b. % of Stored Material	$	
	Total Retainage (Line 5a and 5b)	$	0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8.	***AMOUNT DUE THIS APPLICATION $***		***0.00***
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	0.00

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated

_____ _____

(Contractor)

By: _____

(Name)

_____

(Title)

COUNTY OF
STATE OF

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

_____

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Sea Diversified, Inc.

By: _____

(Authorized Signature)

Date: _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Owner's Approval

By: _____

_____

(Title)

Acct No.

Date: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____
Date of Substantial Completion

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20___.

_____
(Engineer)

By_____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

_____
(Contractor)

By_____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____

_____

, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as*:* **SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT** dated the ___ day of _____, 20___, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this _____day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

We, the _____having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars ($_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IN WITNESS WHEREOF, the _____has caused this instrument to be executed on its behalf by its _____and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

_____
Surety Company

_____
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____

this _____day of _____, 20_.

_____
Notary Public

My Commission Expires:_____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 00 00

PROJECT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.

B. Work Included:

1. The CONTRACTOR shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The CONTRACTOR shall obtain all necessary local building permits, however City of Holly Hill permits will be paid for by the City of Holly Hill Public Works Department. The CONTRACTOR shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the ENGINEER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the ENGINEER notwithstanding.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the CONTRACTOR to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The CONTRACTOR shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR at his expense. All existing public utilities damaged by the CONTRACTOR shall be repaired by the CONTRACTOR, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the OWNER or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the CONTRACTOR shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the ENGINEER, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the CONTRACTOR, it will be paid for as extra work as provided in the Agreement.

6. The CONTRACTOR shall, at all times, in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The CONTRACTOR shall give written notice to OWNER and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. CONTRACTOR to Check Drawings and Data:

1. The CONTRACTOR shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the ENGINEER, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

furnished by the ENGINEER, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the ENGINEER and the CONTRACTOR and are not guaranteed to be complete. The CONTRACTOR shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

C. C. Specifications: The Technical Specifications consist of eighteen (18) articles including project description, general notes, mobilization and demobilization, site maintenance and safety, environmental protection, geotechnical, construction surveying, construction sequencing and hours of operation, demolition and restoration, composite sheet piling, cap concrete, vertical joints in cap, concrete piles and pile driving, timber, hardware, final inspection and project certification, In addition, optional articles include prestressed concrete test pile program for compression and prestressed concrete test pile program for lateral capacity.

D. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the CONTRACTOR, unless the CONTRACTOR shall request and at the ENGINEER’s option, that the manufacturer or subcontractor deal directly

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

with the ENGINEER. Any such transactions shall not in any way release the CONTRACTOR from his full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The CONTRACTOR shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The CONTRACTOR shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related CONTRACTOR.

C. Tools and Accessories:

1. The CONTRACTOR shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled, and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the CONTRACTOR, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

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2. After the equipment is placed in permanent operation by the OWNER, such engineer or superintendent shall make all adjustments and tests required by the ENGINEER to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the OWNER in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) of the reports shall be submitted, and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the ENGINEER that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the OWNER.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The CONTRACTOR shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the CONTRACTOR, and such costs shall be deemed to be included in the Contract Price.

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3. Materials and equipment submitted by the CONTRACTOR as the equivalent to those specifically named in the Contract may be tested by the OWNER for compliance. The CONTRACTOR shall reimburse the OWNER for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. CONTRACTOR shall furnish to ENGINEER authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the ENGINEER. The full responsibility for keeping alignment and grade shall rest upon the CONTRACTOR.

2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The CONTRACTOR shall furnish and maintain, at his own expense, stakes, and other such materials.

2. The CONTRACTOR shall check such reference marks by such means as he may deem necessary and, before using them, shall call the ENGINEER's attention to any inaccuracies.

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3. The CONTRACTOR shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the ENGINEER, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the ENGINEER.

C. Safeguarding Marks:

1. The CONTRACTOR shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost 2. of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

3. The CONTRACTOR shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

B. The CONTRACTOR shall furnish all labor, equipment, tools, services, and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The CONTRACTOR shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The CONTRACTOR shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

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1.02 CONTRACTOR'S USE OF PREMISES

A. The CONTRACTOR shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the CONTRACTOR at no additional cost to the OWNER. Upon prior written approval, the usage of the Public Works yard for the storage of materials may be approved. The Public Works yard is located at 453 LPGA Blvd, Holly Hill, Florida 32117.

1.03 PROJECT SEQUENCE

A. The CONTRACTOR shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

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SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.

2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on 8-1/2 inch x 11-inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.

2. Owner and purchase order number.

3. Engineer and project number.

4. Name and address of Contractor.

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5. Contract designation.

6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

I. The form of the Schedule of Values shall parallel the form presented in Section 00845: Schedule of Values.

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1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. Format shall parallel that shown in Section 00846: Materials Stored On Site Form and Section 00845: Schedule of Values.

C. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

D. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 29 76

PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the ENGINEER on accordance with schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR. CONTRACTOR shall use the Application and Certificate for Payment Form included on Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.

2. Construction Progress Schedule: Section 01 32 16.

3. Schedule of Values: Section 01 29 73.

1.02 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:

a) Item number and identification as shown on application.
b) Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

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C. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedule.

E. As a prerequisite for payment, CONTRACTOR shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.03 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide CONTRACTOR's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.04 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the ENGINEER at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percent's complete with the ENGINEER and resolve any conflict or discrepancies.

B. Application for payment to be submitted electronically in color for processing and payment.

C. When the ENGINEER finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the OWNER, with a copy to the CONTRACTOR.

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PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 35 00

LOCATION, SCOPE AND SPECIAL REQUIREMENTS

PART 1 - GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.03 The Contractor agrees that the work shall be started no later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **210** calendar days.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time, the sum of **Five Hundred ($500)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

1.04 At least thirty (30) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month. Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.

1.05 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and

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regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

1.06 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.

1.07 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.08 Construction materials may be stockpiled at the Holly Hill Public Works Yard. Additional storage locations are allowed but all arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations.

1.09 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment as well as lien releases from all suppliers filing 'Notice to Owners' with the City.

1.10 All unit pricing shall remain valid for the duration of the contract.

1.11 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

1.12 All service outages shall be coordinated through the Public Works Department. Provisions shall be made for extended outages provisions may include temporary piping and services or alternative means of maintaining potable water service for affected residents. It is the Contractor's responsibility to notify the homeowner's of any potential impacts resulting from construction activities. The contractor shall document all notification procedures and provide written notification to the residents which specifically describe time frames for scheduled outages. Any claims for damages resulting from construction activities are the sole responsibility of the contractor.

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1.13 The Contractor will set up an account and pay for all water used in the construction of the proposed improvements.

1.14 Construction shall be limited to weekday 'day light' working hours. No weekend, night time or holiday work shall be performed without obtaining permission in advance from the Project Engineer.

1.15 The Contractor must submit a work plan and traffic control plan in writing prior to commencement of work. The plan is subject to the approval of the fire department, police department, public works department and the Engineer.

1.16 The Contractor shall schedule his work in a manner that will result in a continuous process from commencement through completion. The intention of this requirement is to complete an area once work has commenced and avoid skipping from one site to another and disrupting several areas of the City simultaneously.

1.17 The Contractor must maintain access to driveways while construction is in progress.

1.18 This work may have an impact upon system customers. The Contractor shall have someone on call to take emergency calls on a 24 hour per day seven day per week basis. This individual will be able to respond to emergency calls from City personnel.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 35 01

ATTACHMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. The following attachments are hereby made part of the project specifications as fully and completely as if the same were fully set forth herein:

1. SOUTH BULKHEAD CONSTRUCTION PLANS – prepared by Sea Diversified, Inc.
2. Technical Specifications - prepared by Sea Diversified, Inc.
3. Army Corps of Engineers Permit
4. Army Corps of Engineers Permit Reverification Letter
5. Florida Department of Environmental Protect Permit

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REFERENCES

PART 1 – GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.

B. Assignment of Specialists. In certain instances, specification test requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the latest edition of the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

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C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

D. Applicable Standard Specifications. The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining, and removing temporary erosion and sedimentation controls as required by Rules and Regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces and soil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the OWNER.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the OWNER.

4. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

1. Excavation, Backfill and Embankment: Section 31 23 00.
2. Grassing, Mulching and Sodding: Section 32 92 00.

PART 2 – PRODUCTS

2.01 EROSION CONTROL

A. Sodding is specified in Section 32 92 00.

B. Netting shall be fabricated of material acceptable to the OWNER.

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2.02 SEDIMENTATION CONTROL

A. Silt dams are to be in place in all areas of active construction along the southern bulkhead.

PART 3 – EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing are:

Restored all areas where grass was disturbed with like sod.

1. In areas of damaged grass where additional sodding is not possible, sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders. Seed to be used is to be consistent with grass damaged during construction.

2. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

A. A. Install and maintain silt dams, traps, barriers, and appurtenances as indicated in Article 5 of technical specifications.

3.03 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the CONTRACTOR fail to produce results which comply with the requirements of the State of Florida, the OWNER or ENGINEER, the CONTRACTOR shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

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SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

3. Manufactured and fabricated products:

a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
d. Products shall be suitable for service conditions.
e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by CONTRACTOR shall be subject to the inspection and approval of ENGINEER. No material shall be delivered to the work without prior approval of ENGINEER.

B. Within 20 days after the Effective Date of the Agreement, CONTRACTOR shall submit to ENGINEER, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable ENGINEER to identify the particular product to form an opinion as to its conformity to the specifications.

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C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by CONTRACTOR. If ENGINEER requires, either prior to beginning or during progress of the work, CONTRACTOR shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at CONTRACTOR's expense. Except as otherwise noted, CONTRACTOR shall make arrangements for and pay for the tests.

D. CONTRACTOR shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from CONTRACTOR's failure to submit samples or data promptly shall not be used as a basis of claim against OWNER or ENGINEER.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, CONTRACTOR shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide OWNER with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

C. A Request for Substitution of Product may be submitted after the CONTRACTOR:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

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4. Waives all claims for additional costs due to substitution which may subsequently become apparent.
5. Is offering either a substantial credit to the OWNER for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. ENGINEER's Action:

1. ENGINEER will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. ENGINEER will review requests for substitutions with reasonable promptness and notify CONTRACTOR in writing of OWNER's decision to accept or reject requested substitutions. Only the OWNER may accept a substitution.

2. Substitution requests made by means of shop drawings or product data submittal will not be considered.

3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the CONTRACTOR.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain, and distribute copies of such instructions to parties involved in the installation, including one copy to ENGINEER.

1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.

2. Do not proceed with work without clear instructions.

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C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. The CONTRACTOR shall be responsible for all material, equipment, and supplies delivered to OWNER under this Contract until final inspection of the work and acceptance thereof by OWNER. In the event, any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, CONTRACTOR shall replace same without additional cost to OWNER.

1.07 SPECIAL TOOLS (NOT USED)

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE (NOT USED)

1.09 WARRANTY (NOT USED)

1.10 SPARE PARTS (NOT USED)

1.11 GREASE, OIL AND FUEL (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 71 13

MOBILIZATION

PART 1 – GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all CONTRACTOR's materials and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for CONTRACTOR if specified by OWNER and/or ENGINEER.

6. On site sanitary facilities and potable water are available on site between the hours of 6:00am – 10:00pm daily.

7. Arrange for CONTRACTOR's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have CONTRACTOR's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the ENGINEER as specified.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor owned material, equipment, or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris, and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the OWNER and dispose of at legal disposal areas away from the site.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

3.02 DUST CONTROL (NOT USED)

3.03 FINAL CLEANING

A. Employee skilled workman for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Cleaning and Waste Management: Section 01 74 00.

2. Start-Up Procedures: Section 01 75 16.

3. Operating and Maintenance Data: Section 01 78 23.

4. Project Record Documents: Section 01 78 39.

5. Warranties: Section 01 78 36.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and CONTRACTOR may not request substantial completion inspection unless the following submittals and work is completed:

1. All areas to be used and occupied are safe, operable in automatic and complete.

2. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.

3. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

B. When the conditions of paragraph 1.02 A. are met, the CONTRACTOR shall submit to the ENGINEER:

1. A written notice that he considers the Work, or portion thereof, is substantially complete, and request an inspection.

2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the ENGINEER's approval.)

C. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

D. Should the ENGINEER determine that the Work is not substantially complete:

1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.

2. CONTRACTOR shall remedy the deficiencies in the Work and send another written notice of substantial completion to the ENGINEER.

3. The ENGINEER will within reasonable time, re-inspect the Work. The CONTRACTOR will be liable for re-inspection fees as described in paragraph 1.04, herein.

E. When the ENGINEER finds that the Work is substantially complete, he will:

1. Schedule a walk-through of the facility to include the OWNER. ENGINEER shall determine the completeness of the punchlist and readiness of the facility for occupancy by the OWNER.

2. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the Work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be re-inspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

A. Prior to CONTRACTOR's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. CONTRACTOR to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when CONTRACTOR considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the OWNER's representative and are operational.

5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The ENGINEER will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

D. Should the ENGINEER consider that the Work is incomplete or defective:

1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.

2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send another written certification to the ENGINEER that the Work is complete.

3. The ENGINEER will, within a reasonable amount of time, re-inspect the Work and the CONTRACTOR shall be liable for re-inspection fees as described in paragraph 1.04, herein.

D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, the CONTRACTOR may make closeout submittals.

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1.04 RE-INSPECTION FEES

A. Should the ENGINEER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:

1. CONTRACTOR will compensate the OWNER for such additional services.

2. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties: To requirements of Section 01 78 36.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the ENGINEER.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

a. Previous change orders or written amendment.
b. Allowances.
c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for re-inspection payments.
h. Other adjustments.

3. Total Contract Sum, as adjusted.

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4. Previous payments.

5. Sum remaining due.

C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 78 23

WARRANTIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.

2. Co-execute submittals when so specified.

3. Review submittals to verify compliance with Contract Documents.

4. Submit to ENGINEER for review and transmittal to OWNER.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds.

2. Performance Bond and Payment Bond: Section 00 64 00.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: One (1) each

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address, and telephone number.

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3. Scope.

4. Date of beginning of warranty, bond, or service and maintenance contract.
5. Duration of warranty, bond, or service maintenance contract.

6. Provide information for OWNER's personnel:

   a. Proper procedure in case of failure.
   b. Instances which might affect the validity of warranty or bond.

7. CONTRACTOR, name of responsible principal, address, and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: Eight and one-half inches by 11 inches (8-1/2" x 11"), punch sheets for standard three-post binder.

   a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

   a. Title of Project.
   b. Name of CONTRACTOR.

C. Binders: Commercial quality, three (3)-post binder, with durable and cleanable plastic covers and maximum post width of two inches (2").

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with CONTRACTOR's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by OWNER.

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B. CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a one (1) hp motor or which lists for more than $1,000. ENGINEER reserves the right to request warranties for equipment not classified as major. CONTRACTOR shall still warrant equipment not considered to be "major" in the CONTRACTOR's one (1) year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one
(1) year warranty commencing at the time of OWNER acceptance, the CONTRACTOR shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the CONTRACTOR of the one (1) year warranty starting at the time of OWNER acceptance of the equipment.

D. OWNER shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the OWNER one record copy of:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications of the contract.

5. ENGINEER's Field Orders or written instructions.

6. Approved Shop Drawings.

7. Field Test records.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES (NOT USED)

1.03 MARKING DEVICES (NOT USED)

1.04 RECORDING (NOT USED)

1.05 SUBMITTAL

A. Accompany each submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

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3. CONTRACTOR's name and address.

4. Title and number of each Record Document.

5. Signature of CONTRACTOR or his authorized representative.

B. Preliminary As-built Drawings: The CONTRACTOR shall submit to the ENGINEER two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the CONTRACTOR's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the CONTRACTOR is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the CONTRACTOR shall submit to the ENGINEER final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The ENGINEER shall supply the CONTRACTOR copies of AutoCad files and/or mylar sepias of the original construction plans for the CONTRACTOR's use in the as-built drawing preparation. Final as-built drawings shall include all work which the CONTRACTOR is requesting to be paid for. The final as-built drawing submittal shall include:

1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida CD(s) or other media containing AutoCad, version 14, drawing files.

2. AutoCad drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e.- Layer "wat ab" and "wat ab txt" for water as-built linework and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "bylayer". Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be included to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the OWNER. Certification shall be to the OWNER, ENGINEER and St. Johns River Water Management (if applicable.)

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4. No linework and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original linework or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New linework and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100 foot (100') minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20 foot (20') intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet (100') minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet (100'), each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the ENGINEER. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between sanitary hazards to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size, and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three way horizontal dimensions less than 100 feet (100'), each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the ENGINEER. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e.-constructed feature labeled as “A”, permanent feature labeled as “B”, “A”-“B” dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

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7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flow-lines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100 foot (100') minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes, and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.

9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical, and structural improvements shall be noted as such on the as-built drawings with the size, number, type, and location of the constructed/installed improvements noted.

13. CONTRACTOR may be required to reimburse the OWNER for services rendered by the ENGINEER for review of multiple resubmittals per SC6.17, 1. of Section 00 80 00: Supplementary Conditions.

PART 2 – PRODUCTS (NOT USED)

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PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SCOPE

A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:

1. Stripping, storing and replacing topsoil;

2. Excavation and backfill for pipe trenches;

3. Excavation and embankment for road, grading and drainage of the site;

4. Excavation and backfill for buildings and structures; and

5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have not claim for extra compensation due to the fact

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that hand, instead of machine, excavation may be necessary from any cause whatever.

B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

C. The term "subgrade" as used herein shall have the meaning given below:

1. The bed of a trench prepared as specified to receive pipes or other conduits;

2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;

3. The surface of excavation or embankment areas prepared to receive topsoil; and

4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6”). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.

B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2”) for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the

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Engineer. Compaction shall be affected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns,
and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.

C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.

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B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.

C. No timber sheeting, bracing or shoring shall be left within 18 inches (18") of any natural ground surfaces or within 12 inches (12") of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches (12") of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.

3.02 SEWER LINES AND GRADES (NOT USED)

3.03 WIDTH AND DEPTH OF TRENCHES (NOT USED)

A. with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION (NOT USED)

3.05 CONCRETE CRADLE AND ENCASEMENT (NOT USED)

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3.06 LENGTH OF OPEN TRENCH (NOT USED)

A.

3.07 ACCOMMODATION OF TRAFFIC (NOT USED)

3.08 ACCOMMODATION OF DRAINAGE (NOT USED)

3.09 PUMPING (NOT USED)

3.10 EMBANKMENT (NOT USED)

3.11 BACKFILLING TRENCHES (NOT USED)

A

3.12 BORROW EXCAVATION (NOT USED)

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.

2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.

3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

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1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.

2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6") in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to
the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extend relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

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A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.

B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.

C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.

D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

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A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.

B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.

C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their

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pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.

D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so

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directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.

B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.

C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.

B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

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TECHNICAL SPECIFICATIONS
SUNRISE PARK SOUTH BULKHEAD REPLACEMENT
Prepared by Sea Diversified, Inc.
Date: March 22, 2022

ARTICLE 1: PROJECT DESCRIPTION

1. The project includes replacement of a concrete bulkhead located at Sunrise Park, City of Holly Hill, Volusia County, Florida. The scope of work includes the installation of a composite sheetpile bulkhead with integral concrete cap and concrete batter piles. The new bulkhead will be constructed immediately waterward of the existing bulkhead and tie into the recently completed (March 2022) north bulkhead located along the north shoreline of Sunrise Park. Removal of the existing bulkhead cap will be required to facilitate the construction of the new cap.

ARTICLE 2: GENERAL NOTES

1. All elevations are in feet and referenced to the North American Vertical Datum of 1988 (NAVD 88) or Mean Low Water (MLW), as specifically noted on the plans. Horizontal control coordinates are in feet relative to the North American Datum (NAD83), Florida East Zone.

2. Any deviation from these plans, notes or specifications must be approved in writing by the ENGINEER, or else the deviation will be considered construction not in compliance with the plans and specifications.

3. Any discrepancies among the plans, notes, specifications and other bid documents must be resolved in writing by the ENGINEER prior to continuing the work in question.

4. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval prior to construction.

5. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.

6. Construction shall follow the Florida Building Code, latest edition.

7. The CONTRACTOR, subcontractors, Suppliers, etc. shall verify all dimensions, plans and specifications and conditions at the job site and shall notify the ENGINEER of any discrepancies prior to the execution of any work.

8. All written dimensions shall take precedence over scaled dimensions. (DO NOT SCALE)

9. All materials shown or called for on these plans shall be installed as per manufacturers recommendations and specifications.

10. By submitting plans for permit the CONTRACTOR accepts plans as drawn and is responsible for the completion of all work.

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11. CONTRACTOR is responsible for the identification and location of all utilities in the area of construction (on land and in water) prior to commencement of demolition and construction. The CONTRACTOR shall notify the ENGINEER and CITY of any conflicts with existing utilities.

ARTICLE 3: MOBILIZATION AND DEMOBILIZATION

1. It is understood that the nature of the project will require work over water and access to construction areas is required for material storing, hauling, erection or construction. All facilities, public or private, used for such purposes shall be maintained and repaired to the original form after completion of project activities.

2. The CONTRACTOR shall present a Shipping, Stockpile and Administration Plan (SSAP) to the ENGINEER for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (incl. utilities maintained there), fencing, security and a statement of commitment to maintaining safety on the site.

3. The CONTRACTOR shall note that the CITY will have designated and pre-established areas for product delivery, storage, assembly and possibly manufacturing, all or in part.

4. The ENGINEER shall have the right to exercise reasonable alterations or additions to the plan (SSAP).

5. The site surroundings shall be returned to original grade and topping (sod, tree cover, established road, etc.) following "Completion" of the project. "Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the CONTRACTOR considers the project to be "Substantially Complete".

6. It is the CONTRACTOR's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.

ARTICLE 4: SITE MAINTENANCE AND SAFETY

1. The CONTRACTOR shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.

2. Trash receptacles and removal service shall be maintained by the CONTRACTOR specifically for this project. Existing such facilities shall not be used to maintain the project.

3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.

4. Removal of debris/trash shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not be allowed to overflow at any time.

5. The CONTRACTOR shall prepare and submit a Maintenance of Traffic Plan that applies to vessels, vehicles and pedestrians. The plan must be in writing, including sketches or drawings, and must be submitted to the ENGINEER for review and approval before commencement of the plan.

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6. The CONTRACTOR shall note that this project consists of work at a public park that will continue to operate and be open to the public to some extent during construction. The safety of pedestrians, patrons of the park and City employees is of primary concern and must be addressed by the CONTRACTOR. The CONTRACTOR shall prepare a safety plan for approval by the ENGINEER.

7. The CONTRACTOR shall follow all applicable local, state and federal codes regarding site safety and maintenance.

8. Assure the availability of at least one working cell phone and one vehicle on site at all times.

9. Know exact route to and location of the nearest hospital.

ARTICLE 5: ENVIRONMENTAL

1. A Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers Permit (USACE) exert jurisdiction over the construction of the project. Specific Conditions of the permits shall be obtained from the ENGINEER and reviewed prior to construction.

2. The CONTRACTOR shall be responsible for complying with applicable restricting permit conditions imposed by the county, state or federal government.

3. The CONTRACTOR shall pay particular attention to the standard state conditions for manatee protection during construction and shall comply with them fully.

4. Turbidity must be monitored is strict compliance with state and federal permits. The CONTRACTOR shall deploy turbidity barriers within and around the project site to control turbidity levels in accordance with turbidity monitoring criteria specified in the permits. Turbidity barriers shall be secured with steel or timber piles as required to ensure continuous function throughout demolition and construction activities. Full length barriers shall be deployed, as necessary.

5. Use of the existing parking lot for delivery and storage of the majority of construction material and equipment should be used.

6. Prior to the onset of construction activities, the applicant or designated agent will conduct a meeting with all construction staff to discuss identification of the sea turtles and smalltooth sawfish, their protected status, what to do if any are observed within the project area, and applicable penalties that may be imposed if State or Federal regulations are violated. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species.

7. All construction personnel must watch for and avoid collision with ESA-listed species. Vessel operators must avoid potential interactions and operate in accordance with the following protective measures:
   - All vessels associated with the construction project shall operate at “Idle Speed/ No Wake” at all times while operating in water depths where the draft of the vessel provides less than a 4-ft clearance from the bottom and in all depths after a protected species has been observed in and has departed the area.
   - All vessels will follow marked channels and routes using the maximum water depth whenever possible.
   - Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species sea turtle species is observed within a 50-ft radius of construction equipment or a whale

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is seen within 500 yd of construction equipment and shall not resume until the species has departed the area of its own volition.
- If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

8. When in-water project construction takes place from floating equipment (e.g., barge), prop or wheel-washing is prohibited.

9. Any collision with or injury to any ESA-listed species occurring during the construction shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824- 5312) or by email to take report.nmfsser@noaa.gov.

10. Upon completion of the bulkhead, educational signs must be posted in a visible locations, alerting users of listed species in the area. Sign designs and installation methods are provided at the following website: https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs. * Signs will be posted at a minimum of two (2) locations along the new bulkhead.

ARTICLE 6: GEOTECHNICAL

1. A geotechnical study has been conducted by Universal Engineering Sciences (UES). The sub-surface investigation included two (2) Standard Penetration Test (SPT) borings at upland locations in close proximity to the project. The CONTRACTOR shall obtain a copy of the Geotechnical Report from the CITY or ENGINEER prior to construction for review and understanding of sub-surface conditions.

2. Should the CONTRACTOR encounter sub-surface soil conditions that differ from that described in the Geotechnical Report prepared by UES, the CONTRACTOR shall cease operations and promptly notify the ENGINEER.

3. The CONTRACTOR in coordination with the ENGINEER may be responsible for a test pile program to verify sub-surface soil characteristics related to pile driving characteristics. Refer to ARTICLE 11.

4. The CONTRACTOR shall note that the sub-surface soil conditions may vary throughout the project area and that piles are to be driven to achieve the required pile penetration dictated by the regardless of soil conditions. The CONTRACTOR must note that there is no provision for encountering unforeseen soil conditions.

ARTICLE 7: CONSTRUCTION SURVEYING

1. The CONTRACTOR is responsible for horizontal / vertical control establishment, construction layout or any other survey effort required to complete the project. The ENGINEER will provide the CONTRACTOR existing site benchmark information for reference.

2. Method of continuing layout and control of work to be submitted to ENGINEER for approval prior to beginning construction.

3. The CONTRACTOR is advised that certification of the project elevation and alignment is required for final acceptance of work.

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4. The CONTRACTOR will be required to provide a final “Asbuilt” survey after construction. The survey must be conducted and certified by a State of Florida licensed Surveyor and Mapper.

ARTICLE 8: CONSTRUCTION SEQUENCING AND HOURS OF OPERATION

1. The CONTRACTOR shall provide a schedule that details the proposed sequence of construction with estimated number of calendar days and milestones for major components of work. The ENGINEER shall be notified in advance of any intended changes to construction sequencing, required alterations to overall project schedules or deviations from projected milestone dates.

2. The CONTRACTOR shall note that the CITY may limit hours of operation and require the CONTRACTOR to schedule daily work activities as necessary to minimize disruption to common park activities and adjacent residences. Operations, including but not limited to pile driving, or other crane / large equipment related activities and activities that produce excessive noise, vibration, dust or other air quality impacts, may be limited to specific timeframes.

ARTICLE 9: DEMOLITION AND RESTORATION

1. The CONTRACTOR shall acquire all necessary building permits from the local municipality prior to commencing work.

2. Demolition shall include the removal of the timber railing, pertinent components of the existing concrete bulkhead (bulkhead cap) and any other existing site features required to complete the bulkhead replacement work. Any existing site structures or features must be replaced or restored "in-kind" at the expense of the CONTRACTOR unless otherwise noted, herein. The CITY, at their discretion, may elect to retain certain components for their own disposal, as deemed appropriate. All demolition debris shall be considered the property of the CITY and shall not be removed offsite or disposed of until specifically directed by the CITY.

3. The CONTRACTOR shall conduct all demolition activities in strict compliance with County, State and Federal Permits.

4. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, stockpile areas, vegetation and landscape, and areas regarded for construction.

ARTICLE 10: COMPOSITE SHEET PILING

1. The pile driving equipment shall be of the proper size and have the capacity to handle, place and hold the piles to the alignment shown on the Drawings. The equipment shall be maintained in a safe operating condition.

2. Prior to signing of the construction contract, the CONTRACTOR being considered shall have all major equipment items available for inspection. Any deficiencies in quality, quantity or type of equipment shall be corrected prior to commencing work and such correction shall be a required condition to properly fulfill the contract. This inspection and subsequent approval shall in no way relieve the CONTRACTOR from his obligation to provide all equipment required to properly perform the work. In addition, the equipment shall be as further specified in the following paragraphs.

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3. Leads: The leads are to be made of steel and shall be held rigid either by being fastened to the pile-driving machine or by use of jigs or templates. In any case the leads shall be stiff enough to direct the hammer and pile to the plan alignment of the pile being driven. A follower will be permitted for driving the sheet piling. Details of the follower to be used shall be submitted to the ENGINEER for approval.

4. Sheet piles shall be driven using a low noise, high-frequency pile driving hammer with minimal or no vibration at start up and shut down to minimize vibration and disruption to surroundings. The CONTRACTOR shall verify site conditions and determine the type hammer to be used that will minimize impacts to upland structures and utility infrastructure. The CONTRACTOR will be held responsible for damage to upland structures, utility infrastructure and other existing site features for improper selection of equipment or construction methodologies. The CONTRACTOR shall note that the CITY may monitor vibration during construction through independent contractor, at the expense of the CITY. Details of the vibration monitoring program will be provided to the CONTRACTOR prior to construction, as applicable.

5. The lower end of the hammer shall be fitted with an anvil base or bonnet that is built especially for holding the pile under the center of the hammer during driving operations.

6. Hammers shall be maintained in good operating condition and shall be operated at the manufacturer's rates number of blows per minute.

7. Composite Sheet Piling: Structural FRP Composite, Type UC-75 as supplied by Crane Materials International (CMI), Evercomp 80.5 as supplied by Everlast Synthetic Product (ESP), or approved equal. Sheet piles shall be of similar type and color as used on the recently completed north bulkhead replacement project at Sunrise Park completed in March of 2022. Sheet piles shall be of the continuous interlock type of the form and weight shown on the Drawings.

8. All necessary demolition and excavation for pile clearance shall be completed before diving is commenced.

9. The location of any existing underground obstructions shall be referenced by indicator posts and these points shall be protected until all pile driving in the area has been completed.

10. No pile shall be driven within 10 feet of concrete which is less than four days old, unless so directed in writing by the ENGINEER.

11. Piles shall be carefully located to the lines indicated on the Drawings and shall be driven plumb. Extreme care shall be exercised in the locating and driving of piles so that other piles or existing utilities and structures will not be damaged in any way.

12. Each run of piling shall be driven progressively from the start and no pile shall be driven to a lower grade than those behind in the same run. When driving the sheet piling, no cutting edge shall lead its adjacent sheets by more than four feet.

13. The maximum permissible deviation from the indicated lines shall be not more than 2" on any 20 feet length of wall or a total of 6". No sheet pile in the finished wall shall be out of plumb more than 1" in 20 feet, or a total of 2". All sheet piles shall be driven to elevation shown on Drawings.

14. Any pile so out of line or plumb that it exceeds the maximum permissible deviation shall be removed and re-driven at the expense of the CONTRACTOR.

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15. The pile driving procedure shall not subject the piles to excessive abuse causing damage. Any pile so damaged in handling or driving shall be replaced by a new pile, or otherwise corrected, as directed by the CITY's Designated Representative and at the expense of the CONTRACTOR.

16. Protection by Pile Head: The heads of sheet piles shall be protected during driving by a steel driving head provided with a steel block to receive the impact from the hammer. The head shall fit closely over the top of the pile and shall extend down at least four inches on the pile head.

ARTICLE 11: CAP CONCRETE

1. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state, and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval. All mix designs by the concrete supplier must be submitted to the ENGINEER for approval prior to submitting order.

2. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.

3. All concrete shall be of the same mix design as follows:
   A. Compressive Strength = 6000psi
   B. Water-cement ratio <= 0.40
   C. Air entrainment = 1.5% min.
   D. Potable water, no chlorides.
   E. Type I Cement
   F. 6% addition of microsilica per weight of binders.
   G. Apply Master Builders "Confilm" immediately after finishing per manufacturer's specifications.
   H. Large and small aggregates washed and free of chlorides or reactive chemicals.
   I. Retarders or accelerators not allowed unless justified to the ENGINEER prior to their use.

4. Concrete cover from all exterior faces shall be 4" clear to outermost face of any reinforcement.

5. Continually wet water curing on all components. Begin water curing when the concrete has hardened to a point where a "knock" with the knuckles does not indent the surface. Water must be applied such that the entire exposed surface is saturated. Sprinklers or perforated hoses are common methods used for continuous water curing.

6. Curing compound applied uniformly and within one hour to formed sides after stripping forms.

7. Use non-metallic chairs and spacers in reinforcement placing, or for any other necessary in form attachments or alignments.

8. The final alignment of the concrete cap shall be straight and level per elevations and plans provided.

9. Concrete shall be continually cast in forms, fully filling forms as the casting progresses. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Delays in casting a given form greater than 45 minutes shall be rejected, unless an acceptable construction

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joint can be made. Concrete sitting for greater than 45 minutes in the truck on-site shall be rejected at the CONTRACTOR's expense.

10. The CONTRACTOR is solely responsible for integrity of forms. Formwork shall be rigid and remain in-place throughout the casting and curing process. Incomplete filling, or filling bottoms of, forms, to allow partial curing prior to completely filling forms is not acceptable.

11. A working concrete vibrator must be on-site prior to delivery of first concrete. The ENGINEER or ENGINEER's Representative shall not allow concrete to be cast otherwise.

12. Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, taking care not to hold the vibrator still at any time while in the concrete. Concrete with voids and/or honeycombing will be rejected.

13. Concrete materials testing shall be per acceptable ASTM methods and intervals. A materials testing program shall be prepared by the CONTRACTOR and/or Manufacturer for review and approval by the ENGINEER. As a minimum, four (4) test cylinders shall be cast for any given amount of concrete cast in a day. At the CONTRACTOR's expense, the cylinders shall be tested at 3, 7, 14 and 28 days to demonstrate compliance with the specified compressive strength.

ARTICLE 12: VERTICAL JOINTS IN CAP - EXPANSION JOINTS (E.J.)

1. All expansion joints shall be full depth with no typical cap reinforcing passing through the joint. Longitudinal cap reinforcing shall stop 4 inches from the ends of the joint on each side.

2. The vertical joint gap shall be 1/2 inch uniformly over the entire cross-section. One suggested method to effect proper vertical and plane joints is to cast every other section of cap and cast the remaining sections after the first castings are set.

3. Details of required expansion joints are depicted on the plans. Expansion joints shall have three (3), 30-inch long, 1-1/4 inch diameter, smooth, greased dowels placed in the center of the joint cross-section. The dowels shall be at the approximate mid-cap height level, side-by-side, and equally spaced laterally across cap. The dowels shall not be within 2 inches of any cap reinforcing or other structural component. Refer to Sheets P-1 and S-1.

4. The joint spacer shall be 1/2" neoprene, full cap width and height.

ARTICLE 13: CONCRETE PILES AND PILE DRIVING

1. All piles shall be 14" square prestressed concrete, minimum 6,000 psi, eight (8) prestressed strands, #5 spirals and three inches of clear concrete cover to the outside of the spirals in all sides meeting or exceeding FDOT standards for concrete piles to be driven in salt water conditions. The exposed side of the pile in forming shall be finished smooth and corners shall have 3/4" chamfer, or be rounded in the case of the typical FDOT piling. Final design and shop drawings shall be the responsibility of the CONTRACTOR, both of which must be reviewed by the ENGINEER. FDOT specification, with modifications or criteria above, is acceptable.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

2. Piles shall be final designed and driven to meet the load rating necessary for each and the minimum penetration dictated by the ENGINEER. Piles shall be driven full length, or to a tip elevation where specified. It shall be the CONTRACTOR's responsibility to verify and guarantee that the specified pile bearing or lateral capacity is met. The CONTRACTOR's verification may be one of the following:
   - providing an equation, chart or table from the pile-driving hammer manufacturer relating bearing
   - capacity to that particular hammer's "blows per foot".
   - performing a test pile program to the satisfaction of the ENGINEER
   - providing a certified, engineered foundation design based on actual soil borings for the site.

3. The CONTRACTOR will be required to maintain a pile driving log to document the pile driving characteristics of all piles. Pile driving logs must be conducted by an independent engineering firm or geotechnical testing facility retained and paid for by the CONTRACTOR. The CONTRACTOR's bid shall include the cost of independent monitoring and preparation of field logs / reports pertaining to the installation of piles. Field logs and pile driving reports must be submitted to the CITY and/or ENGINEER on a daily basis or immediately following the installation of piles unless otherwise directed by the CITY. The pile driving logs shall include the following minimum information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile, embedment length, un-cut top of pile, length of amount cut off, final elevation of top of pile (after driving and cut-off), amount of jetting or punching (if required), unusual pile behavior, damage and re-driving.

4. Jetting of piles is not permitted except only as necessary, and then must be approved by the ENGINEER prior to performing the jetting.

5. If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, the CONTRACTOR shall use drilling equipment to achieve the required penetration dictated by the ENGINEER. Any deviation from the specified penetration due to sub-surface rock conditions must be approved by the ENGINEER.

6. Piles shall be handled and driven in a manner that does not damage the piles. Damaged piles must be removed, discarded and replaced at the CONTRACTOR's expense.

ARTICLE 14: PRESTRESSED CONCRETE TEST PILE PROGRAM FOR COMPRESSION - OPTIONAL

1. The CONTRACTOR shall perform a test pile program to determine the adequacy of the piles in compression. A minimum of two (2) test piles shall be placed in locations approved by the ENGINEER. An effort shall be made to evenly distribute the test piles over the site where production piles are required. Pile testing may be performed from the land or from a barge.

2. Test piles shall be of similar material, finish and size in cross-section to those in the design specifications, and of the same strength and number of strands. The piling itself shall at least withstand the pile-driving operation without cracking or failing, typical chips around the pile head not withstanding.

3. The ENGINEER may have specified pile lengths and embedment based on limited soils information. The ENGINEER will provide the design axial capacity for the test. The CONTRACTOR shall verify the bearing capacity of the test pile meets or exceeds the design value by one of the following methods:
   - For a standard, drop-hammer type pile driver, use the Engineering News Record equation for calculating bearing capacity based on the average last five (5) blows per foot. Any other equations used must be supported with documentation approved by the ENGINEER.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

- For piston or dynamic hammers not applicable with the Engineering News Record equation, use an equation or calibration chart as provided by the manufacturer of the hammer to relate bearing capacity to blows per foot.
- Install a test pile and load the pile in tension and/or compression to verify that it satisfies the design bearing capacity. A calibrated gauge must be used in conjunction with this method. If a test pile or the soil fails under an applied test load with an embedment less than specified in the plans, then the pile shall be removed, re-driven and re-tested at the CONTRACTOR's expense.

4. The CONTRACTOR shall be responsible for providing all materials and labor to perform the tests. The test program, equipment and subcontractors required shall be presented to the ENGINEER for review prior to scheduling and/or purchasing for the actual test. Access to the test area and allowance for independent measurements and gauge readings shall be allocated. The CONTRACTOR shall give at least 48 hours notice prior to performing the tests. Tests performed with shorter notice or without the CITY's third party observers present may be deemed invalid and non-billable by the CONTRACTOR.

5. If design bearing capacity is not reached at the specified tip elevation, then the test program shall be continued at greater depths under the direction of the ENGINEER and at extra cost to the CITY. If the initial two (2) test piles do not compare well in bearing capacity, then a third pile test shall be performed at the CITY's expense, in a location directed by the ENGINEER. Test pile analyses shall continue until some correlation between results occurs or a conservative schedule of pile lengths can be determined from the data accumulated.

ARTICLE 15: PRESTRESSED CONCRETE TEST PILE PROGRAM FOR LATERAL CAPACITY - OPTIONAL

1. The Contractor shall perform a test pile program to determine the adequacy of the piles under lateral loading. A minimum of two (2) test piles shall be placed in locations and to an embedment approved by the ENGINEER. An effort shall be made to evenly distribute test piles over the site where production piles are required. Pile testing may be performed from the land or from a barge. If the piling used in the axial test pile program are not significantly damaged, then they may be used in the lateral load test program.

2. Test piles shall be of similar material, finish and size in cross-section to those in the design specifications, and of the same strength and number of strands. The piling itself shall at least withstand the pile-driving operation without cracking or failing, typical chips around the pile head notwithstanding.

3. The ENGINEER may have specified pile lengths and embedment based on limited soils information. The ENGINEER will provide the design lateral capacity and allowable final lateral deflection for the test. The CONTRACTOR shall perform the lateral load test as follows:
   - Using an approved lateral loading system with a scaled gauge device measuring the pull force, load the pile in 1,000 pound increments and measure the lateral deflection after three (3) minutes of achieving each increment.
   - Each incremental load shall be completely unloaded with the "at rest deflection" recorded prior to applying the subsequent lateral load.
   - Applying and releasing loads shall be performed in a slow and even manner at a point on the pile equal to the proposed elevation of the bulkhead cap.
   - The final load shall be the even 1,000 pound increment beyond the lateral load requirement, and shall be held for six (6) minutes prior to recording the lateral deflection and release.
   - The final "at rest deflection" shall be recorded.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

- The pile shall be determined adequate if the final "at rest deflection" is less than the value determined to be acceptable for the project application.

4. The CONTRACTOR shall be responsible for providing all materials and labor to perform the tests. The test program, equipment and subcontractors required shall be presented to the ENGINEER for review prior to scheduling and/or purchasing for the actual test. Access to the test area and allowance for independent measurements and gauge readings shall be allocated. The CONTRACTOR shall give at least 48 hours notice prior to performing the tests. Tests performed with shorter notice or without the CITY's third party observers present may be deemed invalid and non-billable by the CONTRACTOR.

5. If design lateral capacity is not reached at the specified tip elevation, then the test program shall be continued at greater depths under the direction of the ENGINEER and at extra cost to the CITY. If the initial two (2) test piles do not compare well in lateral capacity, then a third pile test shall be performed at the CITY's expense, in a location directed by the ENGINEER. Test pile analyses shall continue until some correlation between results occurs or a conservative schedule of pile lengths can be determined from the data accumulated.

ARTICLE 16: TIMBER

1. Timber posts shall be southern yellow pine no. 1 dense meeting UC4B (heavy-duty) treatment standards as per AWPA. Each piece of lumber shall be identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.

2. Timber rail members shall be southern yellow pine no. 1 dense meeting UC4A (ground contact) treatment standards as per AWPA. Each piece of lumber shall be identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.

ARTICLE 17: HARDWARE

1. All assembly hardware including screws, nuts, bolts and washers shall be 316 stainless steel.

ARTICLE 18: FINAL INSPECTION AND PROJECT CERTIFICATION

1. The CONTRACTOR shall be required to coordinate final inspections for project certification by the ENGINEER and/or other licensed engineers involved in the project. The CONTRACTOR shall anticipate coordinating inspections at time of substantial completion along with subsequent final inspections on a different date, after the CONTRACTOR has completed a final “Punchlist” of items, as necessary.

2. Upon completion of the project, the CONTRACTOR shall provide to the CITY a final "Asbuilt". Record "Asbuilt" drawings shall reflect any or all changes, modifications or additions to the approved plans used for construction. Any changes to the approved plans reflected on the Record Asbuilt drawings must be clearly highlighted. Record "Asbuilt" drawings must be certified by a Licensed Professional ENGINEER registered in the State of Florida, unless otherwise directed by the CITY.

ENGINEERS NOTE:
TO THE BEST OF THE ENGINEERS KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITHIN THE APPLICABLE BUILDING CODES AND LOCAL MUNICIPAL ORDINANCES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OR CHARGE OF CONSTRUCTION MEANS, METHODS,

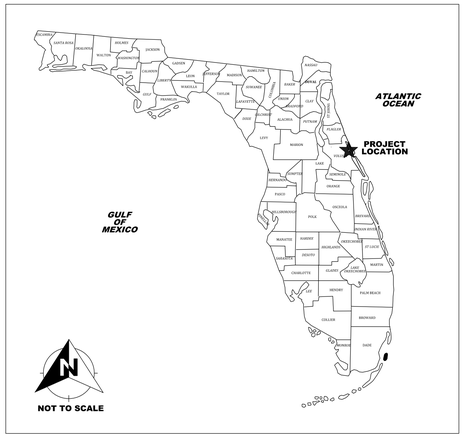
Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

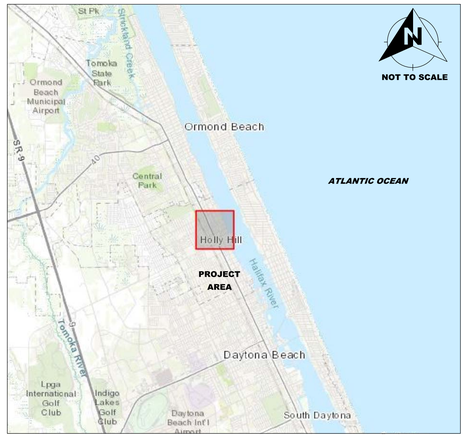
SOUTH BULKHEAD CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA

APRIL 2022



LOCATION MAP OF FLORIDA

AERIAL PHOTOGRAPH



VICINITY MAP

PREPARED BY:

SEA DIVERSIFIED

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE
SUITE 114
DELRAY BEACH, FLORIDA 33445
PH 561-243-4920

PREPARED FOR:

CHRIS VIA	MAYOR
JOHN PENNY	VICE MAYOR, DISTRICT 1
PENNY CURRIE	COMMISSIONER, DISTRICT 2
JOHN DANIO	COMMISSIONER, DISTRICT 3
ROY JOHNSON	COMMISSIONER, DISTRICT 4

THE CITY OF HOLLY HILL
1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117

SHEET INDEX

SHEET NO.	SHEET TITLE
C-1	COVER SHEET
A-1	AERIAL EXHIBIT
EX-1	EXISTING SITE CONDITIONS
P-1	BULKHEAD REPLACEMENT PLAN DETAILS
S-1	BULKHEAD TYPICAL DETAILS
G-1	GEOTECHNCIAL
N-1	NOTES AND SPECIFICATIONS

SECTION 41, TOWNSHIP 14 S, RANGE 32 E

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"
PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 18-2717

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT: SOUTH BULKHEAD CONSTRUCTION PLANS SUNRISE PARK NORTH CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE: COVER SHEET

PREPARED FOR:
CITY OF HOLLY HILL
1263 LPGA BOULEVARD
HOLLY HILL, FLORIDA 32117

CERTIFICATION:
WILLIAM T. SADLER JR. P.E.
FLORIDA REGISTRATION NUMBER 45184
FOR: SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

SEA DIVERSIFIED

DATE:	FEBRUARY 2022
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	N.T.S.
SHEET:	C-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

NOTE: AERIAL IMAGE FROM WWW.LABINS.ORG, DATED 2015 - PRIOR TO HURRICANE DAMAGE TO PIER, DOES NOT REFLECT CURRENT CONDITIONS.

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
SOUTH BULKHEAD CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE:
AERIAL EXHIBIT

PREPARED FOR:
CITY OF HOLLY HILL
453 LPGA BOULEVARD
HOLLY HILL, FLORIDA 32117

CERTIFICATION:
WILLIAM T. SADLER JR. P.E.
FLORIDA REGISTRATION NUMBER 45184
FOR: SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering
Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	FEBRUARY 2022
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	1"=20'

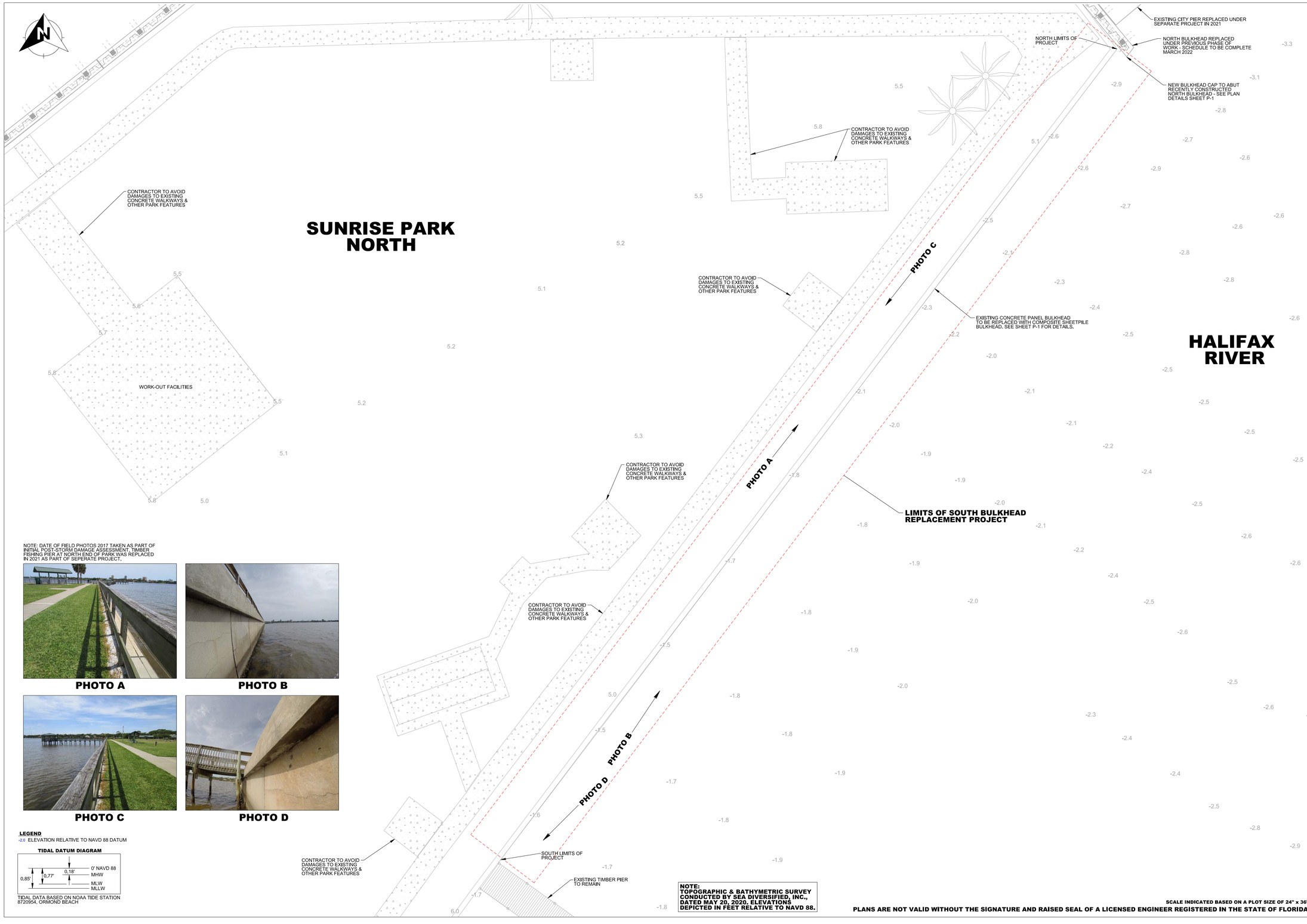
SHEET:
A-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

SDI P.N. 18-2717

18-2717.SB.SH2.A-1.AERIAL.04.22.22.dgn 4/22/2022 7:14:14 PM SEA DIVERSIFIED INC.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



NOTE: DATE OF FIELD PHOTOS 2017 TAKEN AS PART OF INITIAL POST-STORM DAMAGE ASSESSMENT. TIMBER FISHING PIER AT NORTH END OF PARK WAS REPLACED IN 2021 AS PART OF SEPERATE PROJECT.

PHOTO A

PHOTO B

PHOTO C

PHOTO D

LEGEND

-2.0 ELEVATION RELATIVE TO NAVD 88 DATUM

TIDAL DATUM DIAGRAM

TIDAL DATA BASED ON NOAA TIDE STATION 8720954, ORMOND BEACH

NOTE:
TOPOGRAPHIC & BATHYMETRIC SURVEY CONDUCTED BY SEA DIVERSIFIED, INC., DATED MAY 20, 2020. ELEVATIONS DEPICTED IN FEET RELATIVE TO NAVD 88.

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
SOUTH BULKHEAD CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE:
EXISTING SITE CONDITIONS

PREPARED FOR:
CITY OF HOLLY HILL
453 LPGA BOULEVARD
HOLLY HILL, FLORIDA 32117

CERTIFICATION:
WILLIAM T. SADLER JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
FOR THE FIRM OF SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	FEBRUARY 2022
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	1"=10'
SHEET:	

EX-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

SDI P.N. 18-2717

18-2717.SB.SH3.EX-1.EXISTING.4.22.22.dgn 4/22/2022 7:14:56 PM SEA DIVERSIFIED INC.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

TOTAL BULKHEAD LENGTH:**	**237'-6"**
TOTAL NO. OF BATTER PILES:	**30**

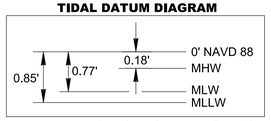
****AS MEASURED ALONG WATERWARD FACE OF CAP**

NOTES:
1. **NEW BULKHEAD TO BE INSTALLED WITHIN 18" OF EXISTING, WET FACE TO WET FACE.**
2. **BULKHEAD ALIGNMENT AND DIMENSIONS DEPICTED HEREON, MAY VARY DEPENDING ON THE LOCATION AND ALIGNMNET OF THE EXISTING BULKHEAD.**
3. **CONTRACTOR TO COORDINATE WITH ENGINEER AND TIMBER PIER CONTRACTOR REGARDING POSITION OF CONCRETE BATTER PILES TO AVOID CONFLICTS WITH NEW PIER PILES.**

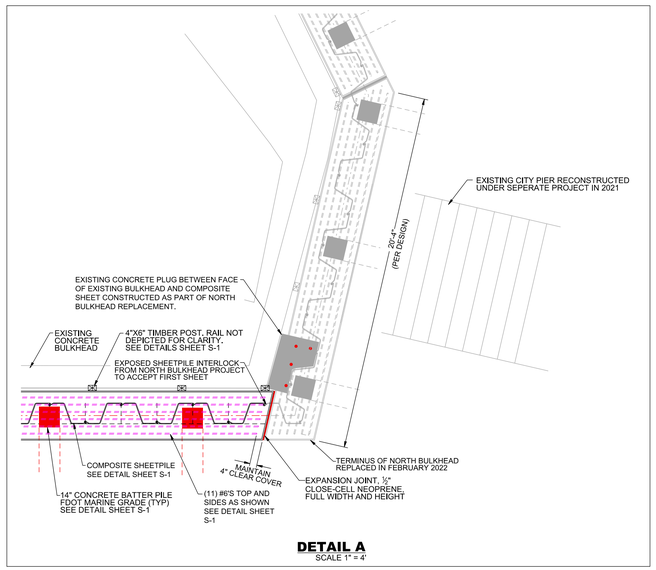
LEGEND

-2.0 ELEVATION RELATIVE TO NAVD 88 DATUM

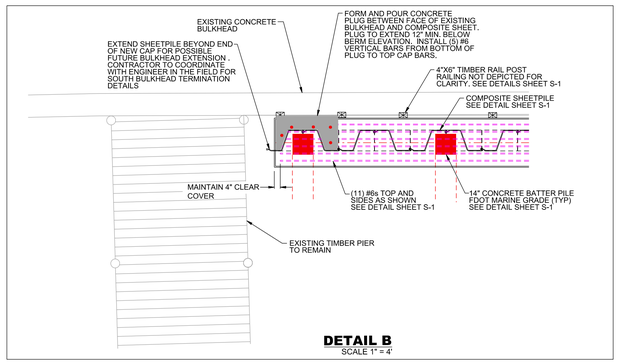
TIDAL DATUM DIAGRAM



TIDAL DATA BASED ON NOAA TIDE STATION 8720954, ORMOND BEACH



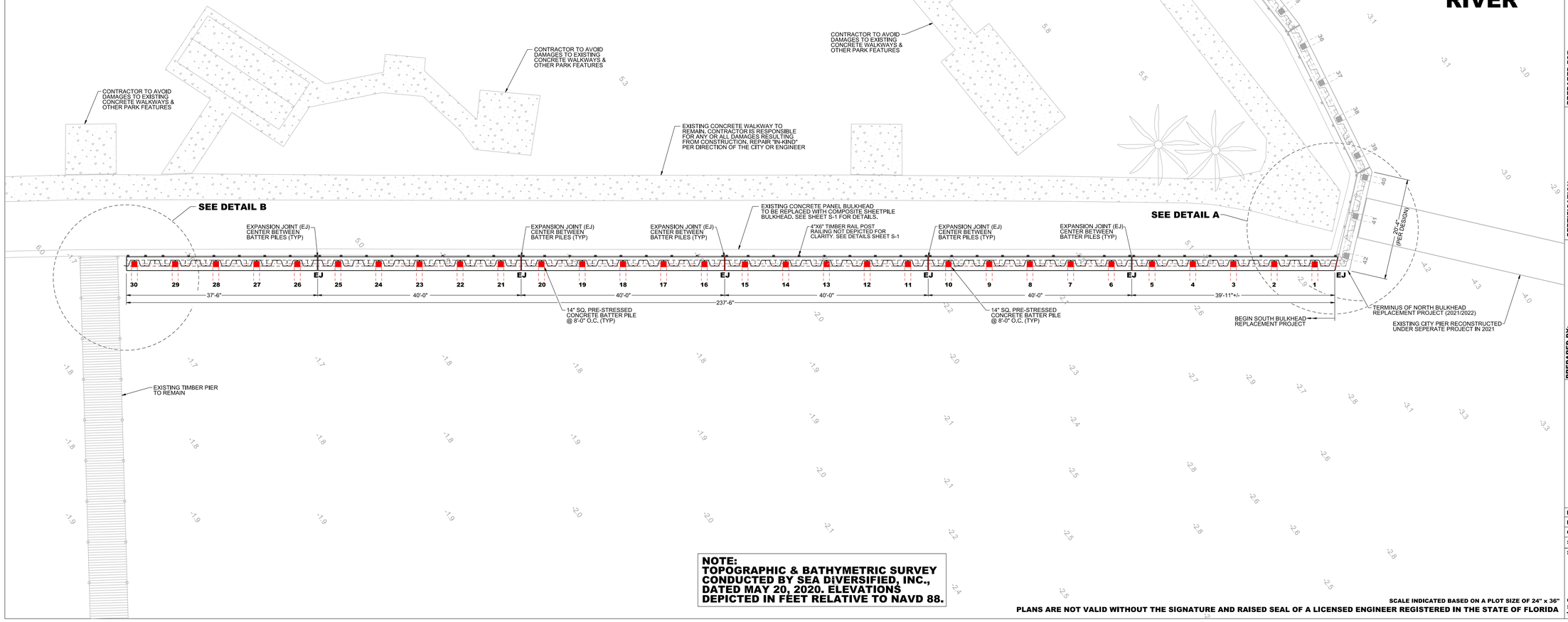
DETAIL A
SCALE 1" = 4'



DETAIL B
SCALE 1" = 4'

SUNRISE PARK NORTH

HALIFAX RIVER



NOTE:
TOPOGRAPHIC & BATHYMETRIC SURVEY CONDUCTED BY SEA DIVERSIFIED, INC., DATED MAY 20, 2020. ELEVATIONS DEPICTED IN FEET RELATIVE TO NAVD 88.

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
SOUTH BULKHEAD CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE:
BULKHEAD REPLACEMENT PLAN DETAILS (SHEET UC-75 OR EQUIVALENT)

PREPARED FOR:
CITY OF HOLLY HILL
1653 LPGA BOULEVARD
HOLLY HILL, FLORIDA 32117

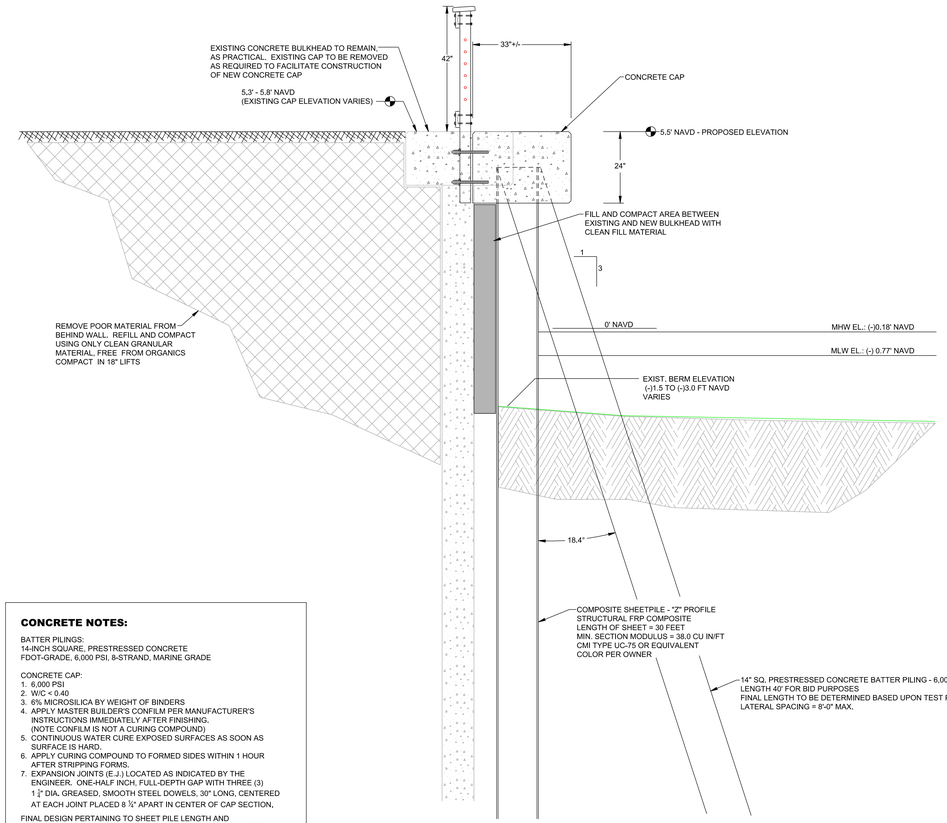
CERTIFICATION:
WILLIAM T. SADLER JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
SEA DIVERSIFIED (FLORIDA), INC.
C.A. LICENSE NUMBER 29537

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	**FEBRUARY 2022**
DRAWN BY:	**W.T.S.**
CHECKED BY:	**W.T.S.**
SCALE:	**1"=10'**
SHEET:	**P-1**
CADD ID:	
SHEET NO.:	
TOTAL NUMBER OF SHEETS:	

SDI P.N. 18-2717

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



TYPICAL BULKHEAD SECTION DETAIL

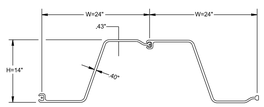
SCALE: 1"=2'-0"

CONCRETE NOTES:

BATTER PILINGS:
14-INCH SQUARE, PRESTRESSED CONCRETE
FDOT-GRADE, 6,000 PSI, 8-STRAND, MARINE GRADE

CONCRETE CAP:
1. 6,000 PSI
2. W/C < 0.40
3. 6% MICROSILICA BY WEIGHT OF BINDERS
4. APPLY MASTER BUILDER'S CONFILM PER MANUFACTURER'S INSTRUCTIONS IMMEDIATELY AFTER FINISHING. (NOTE CONFILM IS NOT A CURING COMPOUND)
5. CONTINUOUS WATER CURE EXPOSED SURFACES AS SOON AS SURFACE IS HARD.
6. APPLY CURING COMPOUND TO FORMED SIDES WITHIN 1 HOUR AFTER STRIPPING FORMS.
7. EXPANSION JOINTS (E.J.) LOCATED AS INDICATED BY THE ENGINEER. ONE-HALF INCH, FULL-DEPTH GAP WITH THREE (3) 1 ¾" DIA. GREASED, SMOOTH STEEL DOWELS, 30" LONG, CENTERED AT EACH JOINT PLACED 8 ¾" APART IN CENTER OF CAP SECTION,

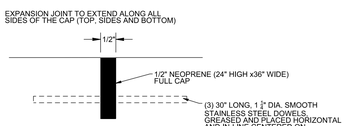
FINAL DESIGN PERTAINING TO SHEET PILE LENGTH AND MINIMUM REQUIRED SECTION MODULUS AND CONCRETE BATTER PILE SIZE, LENGTH AND / OR SPACING SUBJECT TO UPDATED SOILS INFORMATION AND / OR RESULTS OF TEST PILE PROGRAM. REFERENCE NOTES FOR DETAILS OF TEST PILE PROGRAM



SHEETPILE DETAIL

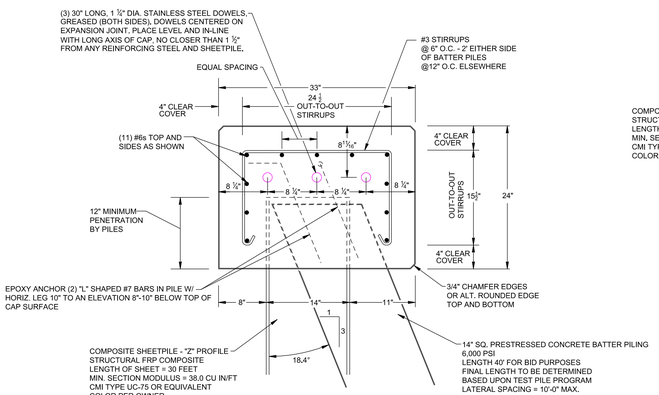
TYPICAL OR EQUIVALENT NOT TO SCALE

SHEETPILE:
MATERIAL: STRUCTURAL FRP COMPOSITE
LENGTH OF SHEET = 30 FEET
MIN. SECTION MODULUS = 38.0 CU IN/FT
APPROVED PRODUCT UC-75 (CMI LIMITED CO.)
COLOR: PER OWNER
CAP WIDTH EQUALS 33"
SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION



EXPANSION JOINT DETAIL

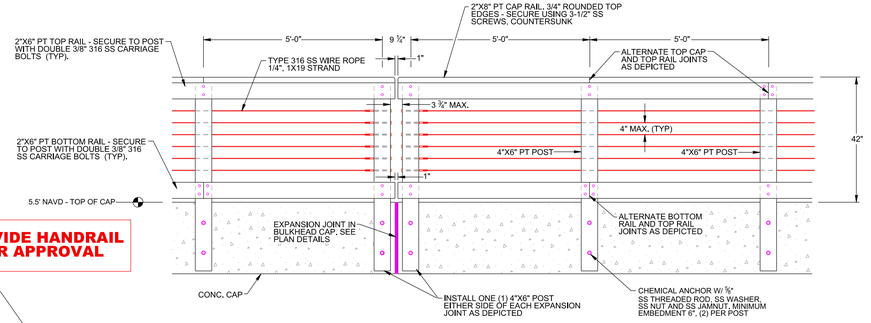
NOT TO SCALE



TYPICAL CAP SECTION DETAIL

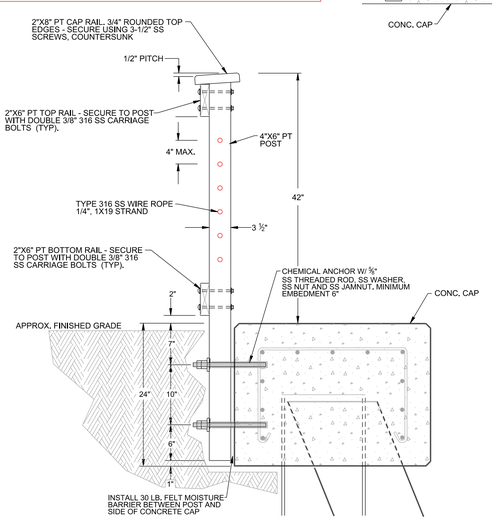
SCALE: 1"=1'-0"

CONTRACTOR TO PROVIDE HANDRAIL SHOP DRAWINGS FOR APPROVAL



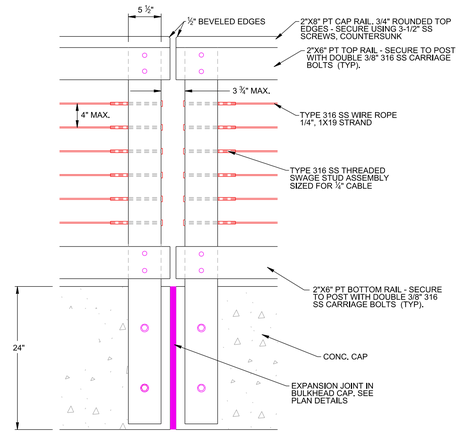
TYPICAL HANDRAIL ELEVATION DETAIL

SCALE: 1"=2'-0"



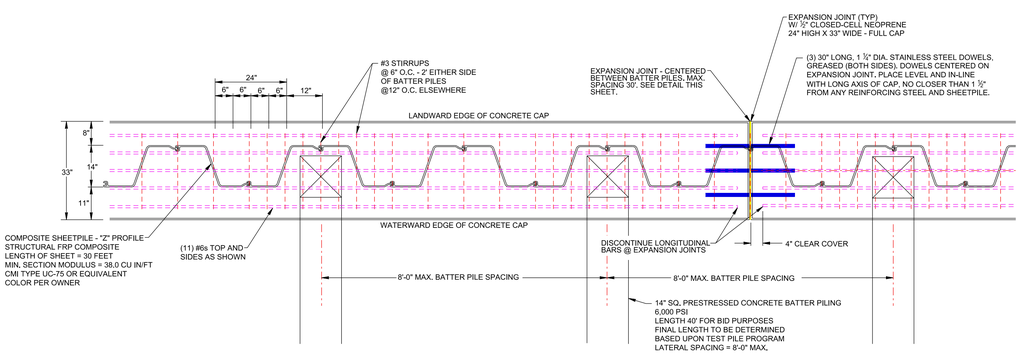
TYPICAL HANDRAIL ELEVATION DETAIL

SCALE: 1"=1-0"



TYPICAL TERMINAL POST DETAIL

SCALE: 1"=1-0"



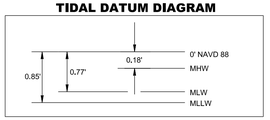
TYPICAL CAP PLAN DETAIL

SCALE: 1"=2'-0"

ABBREVIATIONS

SS	STAINLESS STEEL
PT	PRESSURE TREATED
TYP	TYPICAL
MIN	MINIMUM
DIA	DIAMETER

TIDAL DATUM DIAGRAM



TIDAL DATA BASED ON NOAA TIDE STATION 8720954, ORMOND BEACH

NOTE: ALL CONCRETE PILES TO BE FDOT TYPE, MARINE GRADE

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 18-2717

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
SOUTH BULKHEAD CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE:
BULKHEAD TYPICAL DETAILS (SHEET UC-75 OR EQUIVALENT)

PREPARED FOR:
CITY OF HOLLY HILL
453 LPGA BOULEVARD
HOLLY HILL, FLORIDA 32117

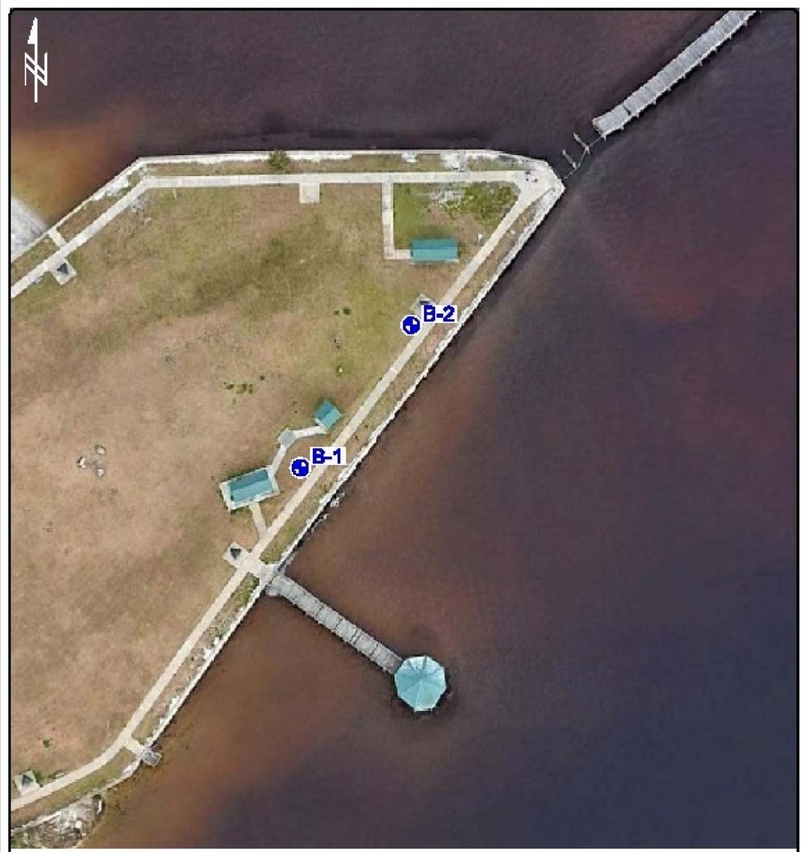
CERTIFICATION:
WILLIAM T. SADLER JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
SEA DIVERSIFIED, INCORPORATED
C.A. LICENSE NUMBER 29937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	FEBRUARY 2022
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	AS SHOWN
SHEET:	S-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 ; Sunrise Park North - Southern Bulkhead Replacement)



GRAPHIC SCALE
0 25 50
(IN FEET)
1 INCH = 50 ft.

LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

UNIVERSAL ENGINEERING SCIENCES

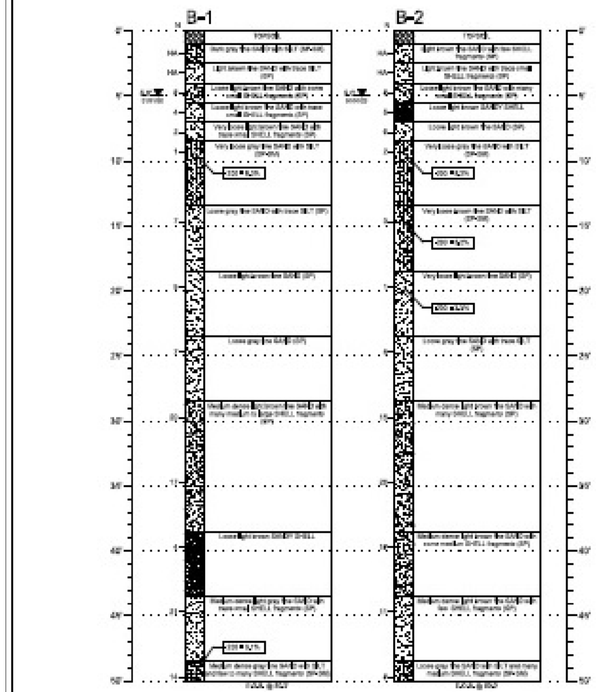
TITLE: BORING LOCATION PLAN

SCALE: 1" = 50'

PROJECT: GEOTECHNICAL EVALUATION
SUNRISE PARK SOUTH BULKHEAD DESIGN
HOLLY HILL, FLORIDA

Mapping No.: A-1

DRAWN BY: MKL | DATE: 02/17/22 | PROJECT NO.: 0400.2000022.0000
CHECKED BY: SP | DATE: 02/17/22 | REPORT NO.: 139419



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

TOPSOIL

NOTES:

▽	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetration Resistance, Blows/ft.
-200	% Passing No. 200 Sieve
HA	Hand Auger Method

UNIVERSAL ENGINEERING SCIENCES

PROJECT: GEOTECHNICAL EVALUATION
SUNRISE PARK SOUTH BULKHEAD DESIGN
HOLLY HILL, FLORIDA

TITLE: SUBSURFACE PROFILES

DRAWN BY: MKL | DATE: 02/17/22 | PROJECT NO.: 0400.2000022.0000
CHECKED BY: SP | DATE: 02/17/22 | REPORT NO.: 139419

SCALE: NA (H:Vert)

PAGE NO.: A-2

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
SOUTH BULKHEAD
CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE:
GEOTECHNICAL

PREPARED FOR:
CITY OF HOLLY HILL
4553 LPGA BOULEVARD
HOLLY HILL, FLORIDA 32117

CERTIFICATION:
WILLIAM T. SADLER JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
FOR THE USE AND AUTHORIZATION OF SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	FEBRUARY 2022
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	N.T.S.
SHEET:	G-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 18-2717

18-2717.SB.SH6.G-1.Geotech.4.22.22.dgn 4/22/2022 7:20:27 PM SEA DIVERSIFIED INC.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

TECHNICAL SPECIFICATIONS
SUNRISE PARK SOUTH BULKHEAD REPLACEMENT
Prepared by Sea Diversified, Inc.
Date: February 21, 2022

ARTICLE 1: PROJECT DESCRIPTION

1. The project includes replacemnt of concrete bulkhead located at Sunrise Park, City of Holly Hill, Volusia County, Florida. The scope of work includes the installation of a composite sheetpile bulkhead with integral concrete cap and concrete batter piles. The new bulkhead will be constructed immediately waterward of the existing bulkhead. Removal of the existing bulkhead cap will be required to facilitate the construction of the new cap.

ARTICLE 2: GENERAL NOTES

1. All elevations are in feet and referenced to the North American Vertical Datum of 1988 (NAVD 88) or Mean Low Water (MLW), as specifically noted on the plans. Horizontal control coordinates are in feet relative to the North American Datum (NAD83), Florida East Zone.
2. Any deviation from these plans, notes or specifications must be approved in writing by the ENGINEER, or else the deviation will be considered construction not in compliance with the plans and specifications.
3. Any discrepancies among the plans, notes, specifications and other bid documents must be resolved in writing by the ENGINEER prior to continuing the work in question.
4. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval prior to construction.
5. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
6. Construction shall follow the Florida Building Code, latest edition.
7. The CONTRACTOR, subcontractors, Suppliers, etc. shall verify all dimensions, plans and specifications and conditions at the job site and shall notify the ENGINEER of any discrepancies prior to the execution of any work.
8. All written dimensions shall take precedence over scaled dimensions. (DO NOT SCALE)
9. All materials shown or called for on these plans shall be installed as per manufacturers recommendations and specifications.
10. By submitting plans for permit the CONTRACTOR accepts plans as drawn and is responsible for the completion of all work.
11. CONTRACTOR is responsible for the identification and location of all utilities in the area of construction (on land and in water) prior to commencement of demolition and construction. The CONTRACTOR shall notify the ENGINEER and CITY of any conflicts with existing utilities.

ARTICLE 3: MOBILIZATION AND DEMOBILIZATION

1. It is understood that the nature of the project will require work over water and access to construction areas is required for material storing, hauling, erection or construction. All facilities, public or private, used for such purposes shall be maintained and repaired to the original form after completion of project activities.
2. The CONTRACTOR shall present a Shipping, Stockpile and Administration Plan (SSAP) to the ENGINEER for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (incl. utilities maintained there), fencing, security and a statement of commitment to maintaining safety on the site.
3. The CONTRACTOR shall note that the CITY will have designated and pre-established areas for product delivery, storage, assembly and possibly manufacturing, all or in part.
4. The ENGINEER shall have the right to exercise reasonable alterations or additions to the plan (SSAP).
5. The site surroundings shall be returned to original grade and topping (sod, tree cover, established road, etc.) following "Completion" of the project. "Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the CONTRACTOR considers the project to be "Substantially Complete".
6. It is the CONTRACTOR's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.

ARTICLE 4: SITE MAINTENANCE AND SAFETY

1. The CONTRACTOR shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the CONTRACTOR specifically for this project. Existing such facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of debris/trash shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not be allowed to overflow at any time.
5. The CONTRACTOR shall prepare and submit a Maintenance of Traffic Plan that applies to vessels, vehicles and pedestrians. The plan must be in writing, including sketches or drawings, and must be submitted to the ENGINEER for review and approval before commencement of the plan.
6. The CONTRACTOR shall note that this project consists of work at a public park that will continue to operate and be open to the public to some extent during construction. The safety of pedestrians, patrons of the park City employees is of primary concern and must be addressed by the CONTRACTOR. The CONTRACTOR shall prepare a safety plan for approval by the ENGINEER.
7. The CONTRACTOR shall follow all applicable local, state and federal codes regarding site safety and maintenance.
8. Assure the availibility of at least one working cell phone and one vehicle on site at all times.
9. Know exact route to and location of the nearest hospital.

ARTICLE 5: ENVIRONMENTAL

1. A Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of ENGINEERs Permit (USACE) exert jurisdiction over the construction of the project. Specific Conditions of the permits shall be obtained from the ENGINEER and reviewed prior to construction. Failure to obtain permits or comply with these conditions may jeopardize the applicant's receipt of Grant reimbursement, if applicable to the project.
2. The CONTRACTOR shall be responsible for complying with applicable restricting permit conditions imposed by the county, state or federal government.
3. The CONTRACTOR shall pay particular attention to the standard state conditions for manatee protection during construction and shall comply with them fully.
4. Turbidity must be monitored is strict compliance with state and federal permits. The CONTRACTOR shall deploy turbidity barriers within and around the project site to control turbidity levels in accordance with turbidity monitoring criteria specified in the permits. Turbidity barriers shall be secured with steel or timber piles as required to ensure continuous function throughout demolition and construction activities. Full length barriers shall be deployed, as necessary.
5. Use of the existing parking lot for delivery and storage of the majority of construction material and equipment should be used.
6. Prior to the onset of construction activities, the applicant or designated agent will conduct a meeting with all construction staff to discuss identification of the sea turtles and smalltooth sawfish, their protected status, what to do if any are observed within the project area, and applicable penalties that may be imposed if State or Federal regulations are violated. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species.
7. All construction personnel must watch for and avoid collision with ESA-listed species. Vessel operators must avoid potential interactions and operate in accordance with the following protective measures:
   * All vessels associated with the construction project shall operate at "Idle Speed/ No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-ft clearance from the bottom and in all depths after a protected species has been observed in and has departed the area.
   * All vessels will follow marked channels and routes using the maximum water depth whenever possible.
   * Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species sea turtle species is observed within a 50-ft radius of construction equipment or a whale is seen within 500 yd of construction equipment and shall not resume until the species has departed the area of its own volition.
   * If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.
8. When in-water project construction takes place from floating equipment (e.g., barge), prop or wheel-washing is prohibited.
9. Any collision with or injury to any ESA-listed species occurring during the construction shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824- 5312) or by email to takereport.nmfsser@noaa.gov.
10. Upon completion of the bulkhead, educational signs must be posted in a visible locations, alerting users of listed species in the area. Sign designs and installation methods are provided at the following website: https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs.
    * Signs will be posted at a minimum of two (2) locations along the new bulkhead.

ARTICLE 6: GEOTECHNICAL

1. A geotechnical study has been conducted by Universal Engineering Sciences (UES). The sub-surface investigation included two (2) Standard Penetration Test (SPT) borings at upland locations in close proximity to the project. The CONTRACTOR shall obtain a copy of the Geotechnical Report from the CITY or ENGINEER prior to construction for review and understanding of sub-surface conditions.
2. Should the CONTRACTOR encounter sub-surface soil conditions that differ from that described in the Geotechnical Report prepared by UES, the CONTRACTOR shall cease operations and promptly notify the ENGINEER.
3. The CONTRACTOR in coordination with the ENGINEER may be responsible for a test pile program to verify sub-surface soil characteristics related to pile driving characteristics. Refer to ARTICLE 11.
4. The CONTRACTOR shall note that the sub-surface soil conditions may vary throughout the project area and that piles are to be driven to achieve the required pile penetration dictated by the regardless of soil conditions. The CONTRACTOR must note that there is no provision for encountering unforeseen soil conditions.

ARTICLE 7: CONSTRUCTION SURVEYING

1. The CONTRACTOR is responsible for horizontal / vertical control establishment, construction layout or any other survey effort required to complete the project. The ENGINEER will provide the CONTRACTOR existing site benchmark information for reference.
2. Method of continuing layout and control of work to be submitted to ENGINEER for approval prior to beginning construction.
3. The CONTRACTOR is advised that certification of the project elevation and alignment is required for final acceptance of work.
4. The CONTRACTOR will be required to provide a final "Asbuilt" survey after construction. The survey must be conducted and certified by a State of Florida licensed Surveyor and Mapper.

ARTICLE 8: CONSTRUCTION SEQUENCING AND HOURS OF OPERATION

1. The CONTRACTOR shall provide a schedule that details the proposed sequence of construction with estimated number of calendar days and milestones for major components of work. The ENGINEER shall be notified in advance of any intended changes to construction sequencing, required alterations to overall project schedules or deviations from projected milestone dates.
2. The CONTRACTOR shall note that the CITY may limit hours of operation and require the CONTRACTOR to schedule daily work activities as necessary to minimize disruption to common park activities and adjacent residences. Operations, including but not limited to pile driving, or other crane / large equipment related activities and activities that produce excessive noise, vibration, dust or other air quality impacts, may be limited to specific timeframes.

ARTICLE 9: DEMOLITION AND RESTORATION

1. The CONTRACTOR shall acquire all necessary building permits from the local municipality prior to commencing work.
2. Demolition shall include the removal of the timber railing, pertinent components of the existing concrete bulkhead (bulkhead cap) and any other existing site features required to complete the bulkhead replacement work. Any existing site structures or features must be replaced or restored "in-kind" at the expense of the CONTRACTOR unless otherwise noted, herein. The CITY, at their discretion, may elect to retain certain components for their own disposal, as deemed appropriate. All demolition debris shall be considered the property of the CITY and shall not be removed offsite or disposed of until specifically directed by the CITY.
3. The CONTRACTOR shall conduct all demolition activities in strict compliance with County, State and Federal Permits.
4. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, stockpile areas, vegetation and landscape, and areas regarded for construction.

ARTICLE 10: COMPOSITE SHEET PILING

1. The pile driving equipment shall be of the proper size and have the capacity to handle, place and hold the piles to the alignment shown on the Drawings. The equipment shall be maintained in a safe operating condition.
2. Prior to signing of the construction contract, the CONTRACTOR being considered shall have all major equipment items available for inspection. Any deficiencies in quality, quantity or type of equipment shall be corrected prior to commencing work and such correction shall be a required condition to properly fulfill the contract. This inspection and subsequent approval shall in no way relieve the CONTRACTOR from his obligation to provide all equipment required to properly perform the work. In addition, the equipment shall be as further specified in the following paragraphs.
3. Leads: The leads are to be made of steel and shall be held rigid either by being fastened to the pile-driving machine or by use of jigs or templates. In any case the leads shall be stiff enough to direct the hammer and pile to the plan alignment of the pile being driven. A follower will be permitted for driving the sheet piling. Details of the follower to be used shall be submitted to the ENGINEER for approval.
4. Sheet piles shall be driven using a low noise, high-frequency pile driving hammer with minimal or no vibration at start up and shut down to minimize vibration and disruption to surroundings. The CONTRACTOR shall verify site conditions and determine the type hammer to be used that will minimize impacts to upland structures and utility infrastructure. The CONTRACTOR will be held responsible for damage to upland structures, utility infrastructure and other existing site features for improper selection of equipment or construction methodologies. The CONTRACTOR shall note that the CITY may monitor vibration during construction through independent contractor, at the expense of the CITY. Details of the vibration monitoring program will be provided to the CONTRACTOR prior to construction, as applicable.
5. The lower end of the hammer shall be fitted with an anvil base or bonnet that is built especially for holding the pile under the center of the hammer during driving operations.
6. Hammers shall be maintained in good operating condition and shall be operated at the manufacturer's rates number of blows per minute.
7. Composite Sheet Piling: Structural FRP Composite, Type UC-75 as supplied by Crane Materials International (CMI), Evercomp 80.5 as supplied by Everlast Synthetic Product (ESP), or approved equal. Sheet piles shall be of the continuous interlock type of the form and weight shown on the Drawings.
8. All necessary demolition and excavation for pile clearance shall be completed before diving is commenced.
9. The location of any existing underground obstructions shall be referenced by indicator posts and these points shall be protected until all pile driving in the area has been completed.
10. No pile shall be driven within 10 feet of concrete which is less than four days old, unless so directed in writing by the ENGINEER.
11. Piles shall be carefully located to the lines indicated on the Drawings and shall be driven plumb. Extreme care shall be exercised in the locating and driving of piles so that other piles or existing utilities and structures will not be damaged in any way.
12. Each run of piling shall be driven progressively from the start and no pile shall be driven to a lower grade than those behind in the same run. When driving the sheet piling, no cutting edge shall lead its adjacent sheets by more than four feet.
13. The maximum permissible deviation from the indicated lines shall be not more than 2" on any 20 feet length of wall or a total of 6". No sheet pile in the finished wall shall be out of plumb more than 1" in 20 feet, or a total of 2". All sheet piles shall be driven to elevation shown on Drawings.
14. Any pile so out of line or plumb that it exceeds the maximum permissible deviation shall be removed and re-driven at the expense of the CONTRACTOR.
15. The pile driving procedure shall not subject the piles to excessive abuse causing damage. Any pile so damaged in handling or driving shall be replaced by a new pile, or otherwise corrected, as directed by the CITY's Designated Representative and at the expense of the CONTRACTOR.
16. Protection by Pile Head: The heads of sheet piles shall be protected during driving by a steel driving head provided with a steel block to receive the impact from the hammer. The head shall fit closely over the top of the pile and shall extend down at least four inches on the pile head.

ARTICLE 11: CAP CONCRETE

1. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state, and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval. All mix designs by the concrete supplier must be submitted to the ENGINEER for approval prior to submitting order.
2. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
3. All concrete shall be of the same mix design as follows:
   A. Compressive Strength = 6000psi
   B. Water-cement ratio <= 0.40
   C. Air entrainment = 1.5% min.
   D. Potable water, no chlorides.
   E. Type I Cement
   F. 6% addition of microsilica per weight of binders.
   G. Apply Master Builders "Confilm" immediately after finishing per manufacturer's specifications.
   H. Large and small aggregates washed and free of chlorides or reactive chemicals.
   I. Retarders or accelerators not allowed unless justified to the ENGINEER prior to their use.
4. Concrete cover from all exterior faces shall be 4" clear to outermost face of any reinforcement.
5. Continually wet water curing on all components. Begin water curing when the concrete has hardened to a point where a "knock" with the knuckles does not indent the surface. Water must be applied such that the entire exposed surface is saturated. Sprinklers or perforated hoses are common methods used for continuous water curing.
6. Curing compound applied uniformly and within one hour to formed sides after stripping forms.
7. Use non-metallic chairs and spacers in reinforcement placing, or for any other necessary in form attachments or alignments.
8. The final alignment of the concrete cap shall be straight and level per elevations and plans provided.
9. Concrete shall be continually cast in forms, fully filling forms as the casting progresses. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Delays in casting a given form greater than 45 minutes shall be rejected, unless an acceptable construction joint can be made. Concrete sitting for greater than 45 minutes in the truck on-site shall be rejected at the CONTRACTOR's expense.
10. The CONTRACTOR is solely responsible for integrity of forms. Formwork shall be rigid and remain in-place throughout the casting and curing process. Incomplete filling, or filling bottoms of, forms, to allow partial curing prior to completely filling forms is not acceptable.
11. A working concrete vibrator must be on-site prior to delivery of first concrete. The ENGINEER or ENGINEER's Representative shall not allow concrete to be cast otherwise.
12. Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, taking care not to hold the vibrator still at any time while in the concrete. Concrete with voids and/or honeycombing will be rejected.
13. Concrete materials testing shall be per acceptable ASTM methods and intervals. A materials testing program shall be prepared by the CONTRACTOR and/or Manufacturer for review and approval by the ENGINEER. As a minimum, four (4) test cylinders shall be cast for any given amount of concrete cast in a day. At the CONTRACTOR's expense, the cylinders shall be tested at 3, 7, 14 and 28 days to demonstrate compliance with the specified compressive strength.

ARTICLE 12: VERTICAL JOINTS IN CAP - EXPANSION JOINTS (E.J.)

1. All expansion joints shall be full depth with no typical cap reinforcing passing through the joint. Longitudinal cap reinforcing shall stop 4 inches from the ends of the joint on each side.
2. The vertical joint gap shall be 1/2 inch uniformly over the entire cross-section. One suggested method to effect proper vertical and plane joints is to cast every other section of cap and cast the remaining sections after the first castings are set.
3. As noted on the plans there are two types of expansion joints. One type includes four (4), 30-inch long, 1-1/4 inch diameter, smooth, greased dowels shall be placed in the center of the joint cross-section. The dowels shall be at the approximate mid-cap height level, side-by-side, and equally spaced laterally across cap. The dowels shall not be within 2 inches of any cap reinforcing or other structural component. The other type of expansion joint does not include dowels extending across the joint. Refer to Sheets P-1 and S-1.
4. The joint spacer shall be 1/2" neoprene, full cap width and height.

ARTICLE 13: CONCRETE PILES AND PILE DRIVING

1. All piles shall be 14" square prestressed concrete, minimum 6,000 psi, eight (8) prestressed strands, #5 spirals and three inches of clear concrete cover to the outside of the spirals in all sides meeting or exceeding FDOT standards for concrete piles to be driven in salt water conditions. The exposed side of the pile in forming shall be finished smooth and corners shall have 3/4" chamfer, or be rounded in the case of the typical FDOT piling. Final design and shop drawings shall be the responsibility of the CONTRACTOR, both of which must be reviewed by the ENGINEER. FDOT specification, with modifications or criteria above, is acceptable.
2. Piles shall be final designed and driven to meet the load rating necessary for each and the minimum penetration dictated by the MANUFACTURER. Piles shall be driven full length, or to a tip elevation where specified. It shall be the CONTRACTOR's responsibility to verify and guarantee that the specified pile bearing or lateral capacity is met. The CONTRACTOR's verification may be one of the following:
   * providing an equation, chart or table from the pile-driving hammer manufacturer relating bearing capacity to that particular hammer's "blows per foot".
   * performing a test pile program to the satisfaction of the ENGINEER
   * providing a certified, engineered foundation design based on actual soil borings for the site.
3. The CONTRACTOR will be required to maintain a pile driving log to document the pile driving characteristics of all piles. Pile driving logs must be conducted by an independent engineering firm or geotechnical testing facility retained and paid for by the CONTRACTOR. The CONTRACTOR's bid shall include the cost of independent monitoring and preparation of field logs / reports pertaining to the installation of piles. Field logs and pile driving reports must be submitted to the CITY and/or ENGINEER on a daily basis or immediately following the installation of piles unless otherwise directed by the CITY. The pile driving logs shall include the following minimum information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile, embedment length, un-cut top of pile, length of amount cut off, final elevation of top of pile (after driving and cut-off), amount of jetting or punching (if required), unusual pile behavior, damage and re-driving.
4. Jetting of piles is not permitted except only as necessary, and then must be approved by the ENGINEER prior to performing the jetting.
5. If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, the CONTRACTOR shall use drilling equipment to achieve the required penetration dictated by the ENGINEER. Any deviation from the specified penetration due to sub-surface rock conditions must be approved by the ENGINEER.
6. Piles shall be handled and driven in a manner that does not damage the piles. Damaged piles must be removed, discarded and replaced at the CONTRACTOR's expense.

ARTICLE 14: PRESTRESSED CONCRETE TEST PILE PROGRAM FOR COMPRESSION - OPTIONAL

1. The CONTRACTOR shall perform a test pile program to determine the adequacy of the piles in compression. A minimum of two (2) test piles shall be placed in locations approved by the ENGINEER. An effort shall be made to evenly distribute the test piles over the site where production piles are required. Pile testing may be performed from the land or from a barge.
2. Test piles shall be of similar material, finish and size in cross-section to those in the design specifications, and of the same strength and number of strands. The piling itself shall at least withstand the pile-driving operation without cracking or failing, typical chips around the pile head not withstanding.
3. The ENGINEER may have specified pile lengths and embedment based on limited soils information. The ENGINEER will provide the design axial capacity for the test. The CONTRACTOR shall verify the bearing capacity of the test pile meets or exceeds the design value by one of the following methods:
   A. For a standard, drop-hammer type pile driver, use the Engineering News Record equation for calculating bearing capacity based on the average last five (5) blows per foot. Any other equations used must be supported with documentation approved by the ENGINEER.
   B. For piston or dynamic hammers not applicable with the Engineering News Record equation, use an equation or calibration chart as provided by the manufacturer of the hammer to relate bearing capacity to blows per foot.
   C. Install a test pile and load the pile in tension and/or compression to verify that it satisfies the design bearing capacity. A calibrated gauge must be used in conjunction with this method. If a test pile or the soil fails under an applied test load with an embedment less than specified in the plans, then the pile shall be removed, re-driven and re-tested at the CONTRACTOR's expense.
4. The CONTRACTOR shall be responsible for providing all materials and labor to perform the tests. The test program, equipment and subcontractors required shall be presented to the ENGINEER for review prior to scheduling and/or purchasing for the actual test. Access to the test area and allowance for independent measurements and gauge readings shall be allocated. The CONTRACTOR shall give at least 48 hours notice prior to performing the tests. Tests performed with shorter notice or without the CITY's third party observers present may be deemed invalid and non-billable by the CONTRACTOR.
5. If design bearing capacity is not reached at the specified tip elevation, then the test program shall be continued at greater depths under the direction of the ENGINEER and at extra cost to the CITY. If the initial two (2) test piles do not compare well in bearing capacity, then a third pile test shall be performed at the CITY's expense, in a location directed by the ENGINEER. Test pile analyses shall continue until some correlation between results occurs or a conservative schedule of pile lengths can be determined from the data accumulated.

ARTICLE 15: PRESTRESSED CONCRETE TEST PILE PROGRAM FOR LATERAL CAPACITY - OPTIONAL

1. The Contractor shall perform a test pile program to determine the adequacy of the piles under lateral loading. A minimum of two (2) test piles shall be placed in locations and to an embedment approved by the ENGINEER. An effort shall be made to evenly distribute test piles over the site where production piles are required. Pile testing may be performed from the land or from a barge. If the piling used in the axial test pile program are not significantly damaged, then they may be used in the lateral load test program.
2. Test piles shall be of similar material, finish and size in cross-section to those in the design specifications, and of the same strength and number of strands. The piling itself shall at least withstand the pile-driving operation without cracking or failing, typical chips around the pile head notwithstanding.
3. The ENGINEER may have specified pile lengths and embedment based on limited soils information. The ENGINEER will provide the design lateral capacity and allowable final lateral deflection for the test. The CONTRACTOR shall perform the lateral load test as follows:
   A. Using an approved lateral loading system with a scaled gauge device measuring the pull force, load the pile in 1,000 pound increments and measure the lateral deflection after three (3) minutes of achieving each increment.
   B. Each incremental load shall be completely unloaded with the "at rest deflection" recorded prior to applying the subsequent lateral load.
   C. Applying and releasing loads shall be performed in a slow and even manner at a point on the pile equal to the proposed elevation of the bulkhead cap.
   D. The final load shall be the even 1,000 pound increment beyond the lateral load requirement, and shall be held for six (6) minutes prior to recording the lateral deflection and release.
   E. The final "at rest deflection" shall be recorded.
   F. The pile shall be determined adequate if the final "at rest deflection" is less than the value determined to be acceptable for the project application.
4. The CONTRACTOR shall be responsible for providing all materials and labor to perform the tests. The test program, equipment and subcontractors required shall be presented to the ENGINEER for review prior to scheduling and/or purchasing for the actual test. Access to the test area and allowance for independent measurements and gauge readings shall be allocated. The CONTRACTOR shall give at least 48 hours notice prior to performing the tests. Tests performed with shorter notice or without the CITY's third party observers present may be deemed invalid and non-billable by the CONTRACTOR.
5. If design lateral capacity is not reached at the specified tip elevation, then the test program shall be continued at greater depths under the direction of the ENGINEER and at extra cost to the CITY. If the initial two (2) test piles do not compare well in lateral capacity, then a third pile test shall be performed at the CITY's expense, in a location directed by the ENGINEER. Test pile analyses shall continue until some correlation between results occurs or a conservative schedule of pile lengths can be determined from the data accumulated.

ARTICLE 16: TIMBER

1. Timber posts shall be southern yellow pine no. 1 dense meeting UC4B (heavy-duty) treatment standards as per AWPA. Each piece of lumber shall be identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
2. Timber rail members shall be southern yellow pine no. 1 dense meeting UC4A (ground contact) treatment standards as per AWPA. Each piece of lumber shall be identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.

ARTICLE 17: HARDWARE

1. All assembly hardware including screws, nuts, bolts and washers shall be 316 stainless steel.

ARTICLE 18: FINAL INSPECTION AND PROJECT CERTIFICATION

1. The CONTRACTOR shall be required to coordinate final inspections for project certification by the ENGINEER and/or other licensed engineers involved in the project. The CONTRACTOR shall anticipate coordinating inspections at time of substantial completion along with subsequent final inspections on a different date, after the CONTRACTOR has completed a final "Punchlist" of items, as necessary.
2. Upon completion of the project, the CONTRACTOR shall provide to the CITY a final "Asbuilt". Record "Asbuilt" drawings shall reflect any or all changes, modifications or additions to the approved plans used for construction. Any changes to the approved plans reflected on the Record Asbuilt drawings must be clearly highlighted. Record "Asbuilt" drawings must be certified by a Licensed Professional ENGINEER registered in the State of Florida, unless otherwise directed by the CITY.

ENGINEERS NOTE:
TO THE BEST OF THE ENGINEERS KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITHIN THE APPLICABLE BUILDING CODES AND LOCAL MUNICIPAL ORDINANCES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OR CHARGE OF CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
SOUTH BULKHEAD CONSTRUCTION PLANS
SUNRISE PARK NORTH
CITY OF HOLLY HILL
1135 RIVERSIDE DRIVE, HOLLY HILL, FLORIDA

SHEET TITLE:
NOTES AND SPECIFICATIONS

PREPARED FOR:
CITY OF HOLLY HILL
45 ORANGE BLVD
HOLLY HILL, FLORIDA 32117

CERTIFICATION:
WILLIAM T. SADLER, JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
FOR THE FIRM SEA DIVERSIFIED, INC.
FLA. LICENSED NUMBER 29372

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying & Engineering
Applications
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	FEBRUARY 2022
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	N.T.S.

SHEET:
N-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 18-2717

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FLORIDA 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

Permittee/Authorized Entity:
City of Holly Hill
Attn: Steve Juengst
453 LPGA Blvd
Holly Hill, FL 32117, Volusia County
sjuengst@hollyhillfl.org

Sunrise Park North- South Bulkhead Replacement

Authorized Agent:
Neil Wood
160 Congress Park Dr., Ste. 114
Delray Beach, Florida 33445
NEILWOOD@SEADIVERSIFIED.COM

Environmental Resource Permit

State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – SPGP NOT APPROVED – State 404 Not Regulated

Volusia County
Permit No.: 342144-004-EI

Permit Issuance Date: July 21, 2021
Permit Construction Phase Expiration Date: July 21, 2026

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Interim Secretary

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee: City of Holly Hill
Permit No: 342144-004-EI

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at Sunrise Park North, 1135 Riverside Drive, Holly Hill, Florida 32117, in Section 35, Township 14 South, Range 32 East in Volusia County.

PROJECT DESCRIPTION

The permittee is authorized to construct a 412-linear-foot vertical seawall within 18 inches waterward of an existing seawall within the Halifax River, a Class III Florida Waterbody. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Sunrise Park North- South Bulkhead Replacement

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Federal Authorization
Projects within waters of the United States may also require federal authorization from the US Army Corps of Engineers (USACE). Staff have reviewed your application and determined that your project is not within jurisdiction of the State 404 program and does not qualify for federal authorization under Florida's State Programmatic General Permit (SPGP). If your project is not within the State 404 program area and does not qualify for SPGP, you are responsible for separately applying to the USACE for any required federal authorization using the appropriate federal application form. More information about federal permitting can be found online in the Jacksonville District Regulatory Division Sourcebook. The Department will not send a copy of your application to the USACE.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. Best management practices (primarily turbidity screens and floating turbidity barriers) for erosion and turbidity control shall be implemented and maintained at all times during construction and operation of the permitted activity to prevent siltation and turbid discharges in excess of State water standards pursuant to Chapter 62-302, F.A.C. The permittee shall be responsible for ensuring that erosion and turbidity control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

2. Upon final completion of the project and upon reasonable assurance that the project is no longer a potential turbidity source, the permittee will be responsible for the removal of the turbidity barriers. The turbidity control devices shall be removed no later than two weeks from completion of the project. All turbidity control devices shall be disposed of in an upland disposal area.

3. The limits of construction shall be delineated by silt fencing or a floating turbidity barrier. The permittee shall bear the responsibility of notifying all construction workers that silt fencing or turbidity barrier represents the limits of all construction activities. The permittee shall bear the responsibility of keeping all construction workers and equipment out of the adjacent wetlands and surface waters where work has not been permitted for impacts.

4. Turbidity must be controlled to prevent violations of water quality pursuant to Rule 62-302.530(70), F.A.C. Turbidity shall not exceed 29 Nephelometric Turbidity Units (NTU) above natural background conditions.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

5. The project shall comply with applicable state water quality Standards (62-302, F.A.C.), including:
    a. 62-302.500 - Minimum criteria for all surface waters at all places and at all times,
    b. 62-302.500 - Surface waters: general criteria, and
    c. 62-302.400 - Class III Waters: Recreation - Propagation and maintenance of a healthy, well-balanced population of fish and wildlife.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

6. The permittee shall report any damage to the Department within 24 hours that occurs to the wetlands/littoral zone area as a result of construction. If any damage occurs to wetlands or surface waters as a result of any construction activities, the permittee shall be required to restore the wetland area by regrading the damaged areas back to the natural reconstruction elevations and planting vegetation of the size, densities and species that exist in the adjacent areas pursuant to a consent order. The restoration shall be completed within 30 days of completion of the construction and shall be done to the satisfaction of the Department.

7. There shall be no stockpiling of tools, materials (i.e., lumber, pilings, and debris) within waters/waters of the state unless specifically approved in this permit. Any and all construction debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized by this permit.

8. Watercraft associated with the construction shall operate within waters of sufficient depth to preclude bottom scouring/prop dredging.

9. This permit does not authorize the construction of any additional structures/fill not illustrated on the permit drawings.

10. There shall be a filter cloth/erosion control liner installed between the seawall and the existing ground.

11. Any disturbed areas of the shoreline shall be stabilized immediately (within 48 hours) following completion of the project.

12. The new seawall shall be constructed in accordance with the distances from fixed landmarks as shown and as authorized in the attached permit drawings.

SPECIFIC CONDITIONS – MANATEE

13. The Standard Manatee Construction Conditions for In-water Work (2011) must be followed for all in-water activity. These conditions are listed in the attachment below.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

14. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

15. Turbidity must be controlled to prevent violations of water quality pursuant to Rule 62-302.530(70), F.A.C. Turbidity shall not exceed 29 Nephelometric Turbidity Units (NTU) above natural background conditions.

16. Turbidity shall not be caused by operational activities. For in-water maintenance activities, a floating turbidity apron/curtain shall be installed around the work area and will remain in place until turbidity levels within the work area have returned to background levels prior to maintenance of the seawall.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement

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of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
   b. For all other activities – "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

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Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

10. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Teayann Duclos
Environmental Manager
Permitting and Waste Cleanup Program

Attachment(s):

1. Exhibit 1, Project Drawings and Design Specs., 9 pages
2. Standard Manatee Construction Conditions 2011
3. Construction Commencement Notice/Form 62-330.350(1)
4. As-built Certification and Request for Conversion to Operational Phase/ Form 62-330.310(1)
5. Request to Transfer Permit/Form 62-330.340(1)

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Volusia County, enviropermit@volusia.org
FWC, FWCConservationPlanningServices@myfwc.com
DEO, dcppermits@deo.myflorida.com
DOS, CompliancePermits@dos.state.fl.us
Angelica Sterner, FDEP, angelica.sterner@floridadep.gov
Teayann Duclos, FDEP, teayann.duclos@floridadep.gov

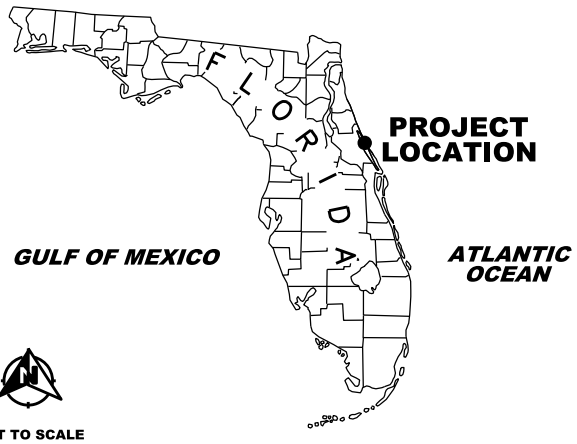
FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Thomathuray Burie

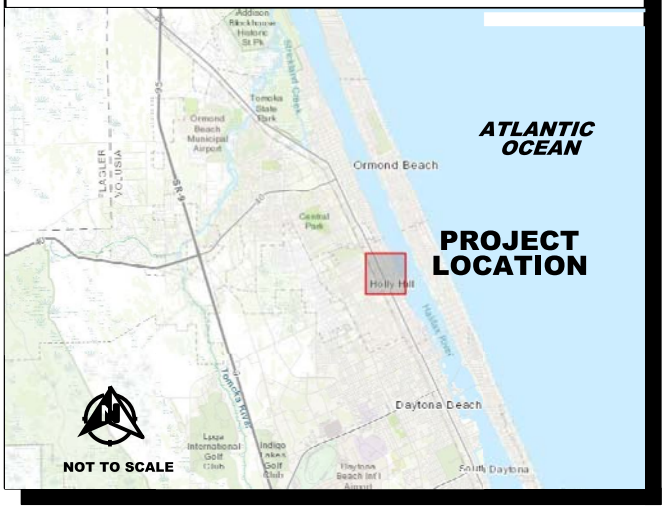
July 21, 2021
Clerk Date

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

LOCATION MAP



VICINITY MAP



AERIAL MAP

FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD REPLACEMENT

COVER

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	AS SHOWN

Sheet Name: C-1
Sheet No.: 1

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

NAME	NO.	DESCRIPTION
C-1	1	COVER
I-1	2	SHEET INDEX
L-1	3	PROJECT / CITY MAP
A-1	4	AERIAL MAP
B-1	5	BATHYMETRY
E-1	6	EXISTING CONDITIONS
P-1	7	PROPOSED PLAN
S-1	8	SECTION DETAILS
M-1	9	METHODS

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD
REPLACEMENT

SHEET INDEX

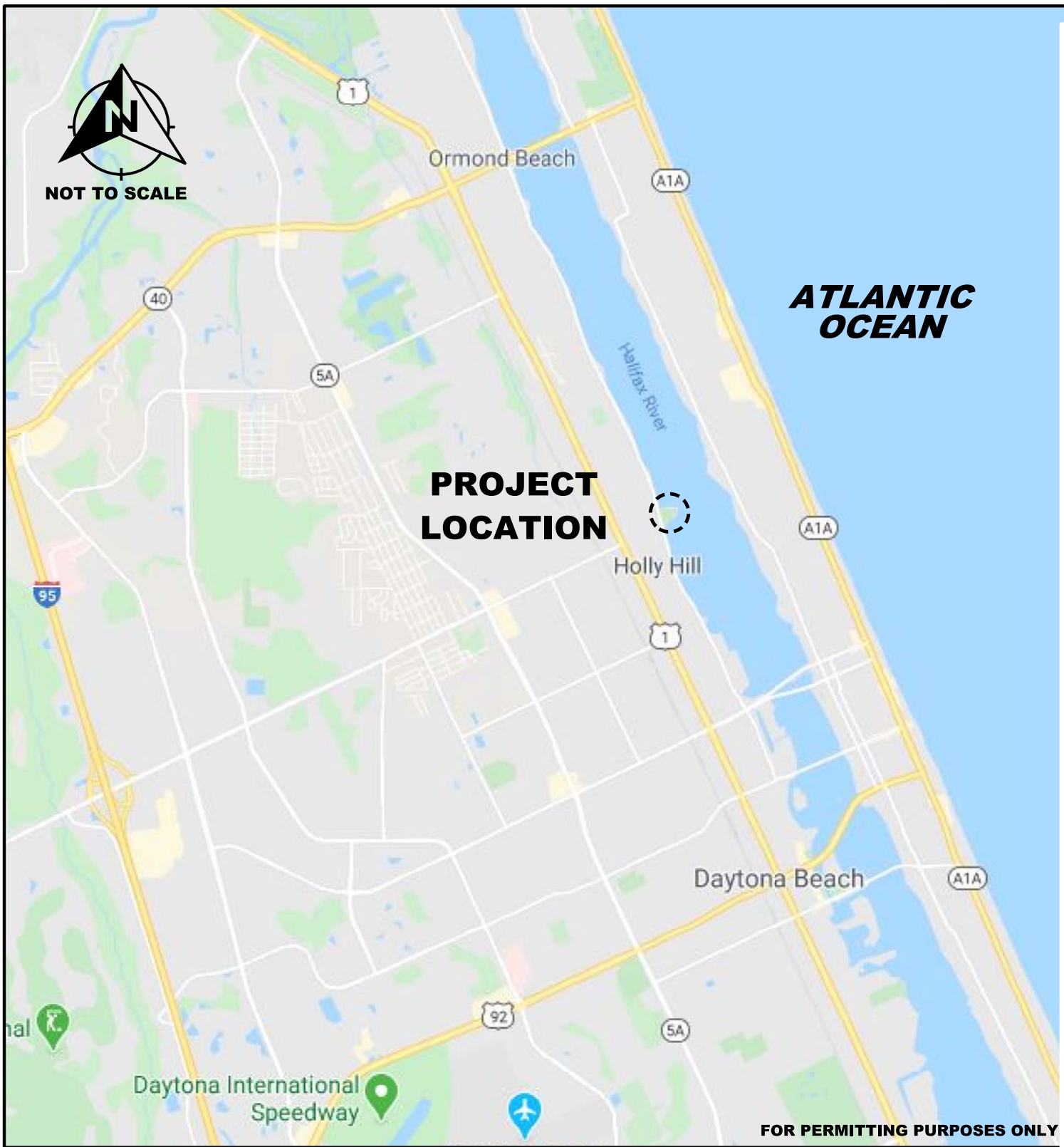
1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	N/A

Sheet Name: I-1
Sheet No.: 2



CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD REPLACEMENT

PROJECT / CITY MAP

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

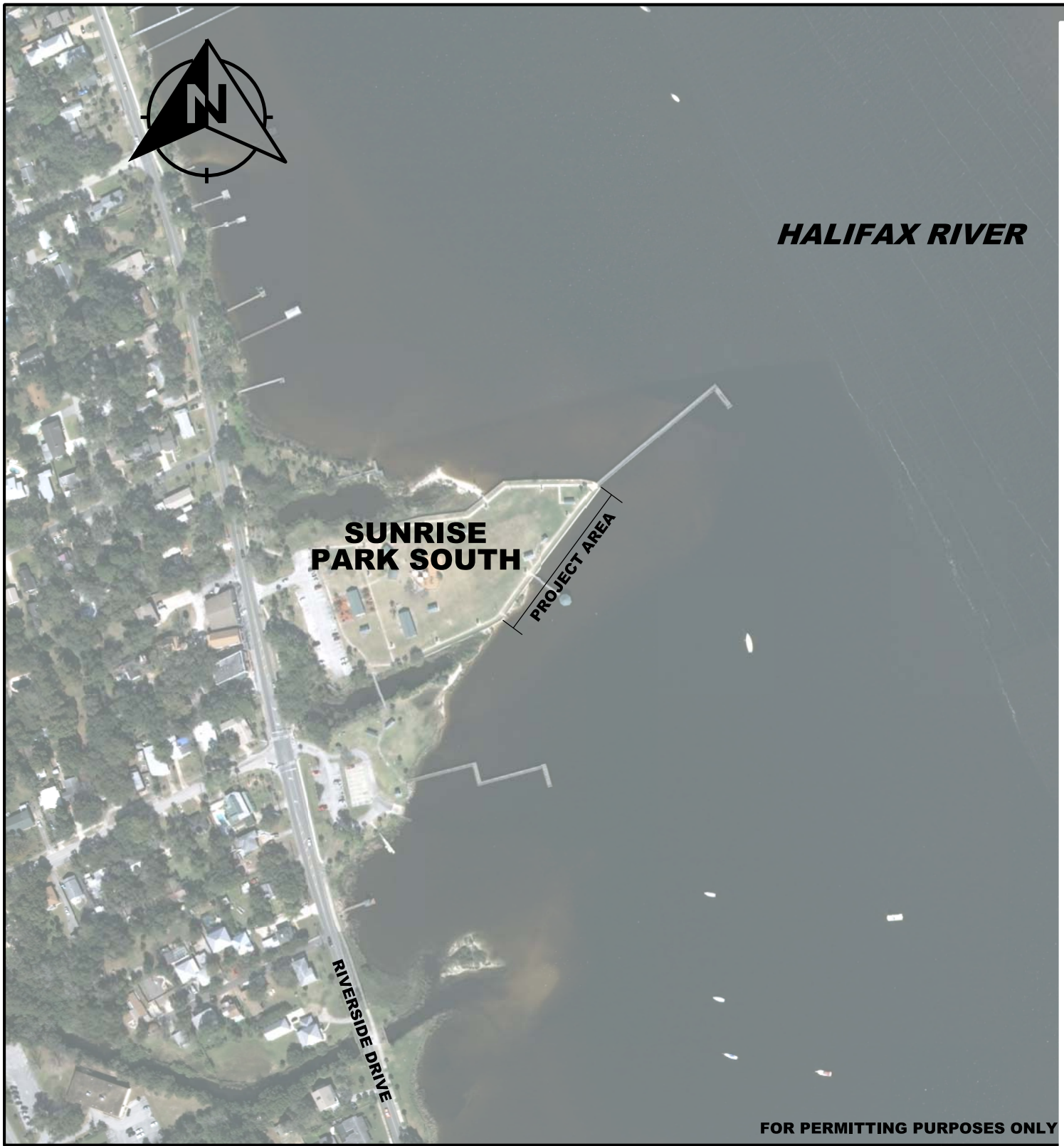
Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	N.T.S.

Sheet Name: **L-1**
Sheet No.: 3

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD REPLACEMENT

AERIAL MAP

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

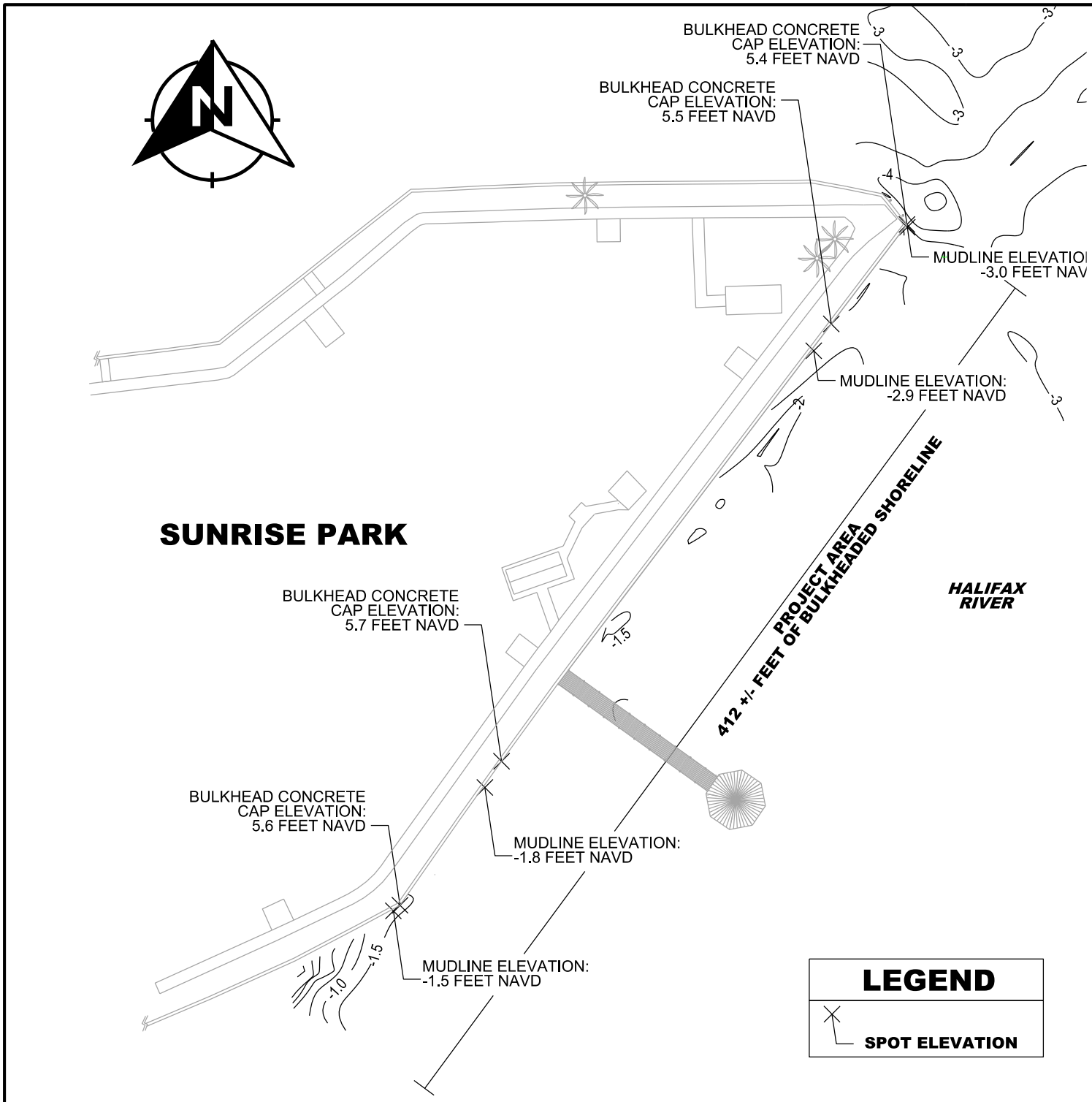
Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=300'

Sheet Name: **A-1**
Sheet No.: 4

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



NOTE: TOPOGRAPHIC & BATHYMETRIC SURVEY PERFORMED BY SEA DIVERSIFIED, INC., DATED JANUARY 2019 & APRIL 2019, BATHYMETRIC CONTOURS SHOWN AT HALF-FOOT INTERVALS, VERTICAL DATUM NAVD.

FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH "SOUTH" BULKHEAD REPLACEMENT

BATHYMETRY / TOPOGRAPHY

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

Revisions:

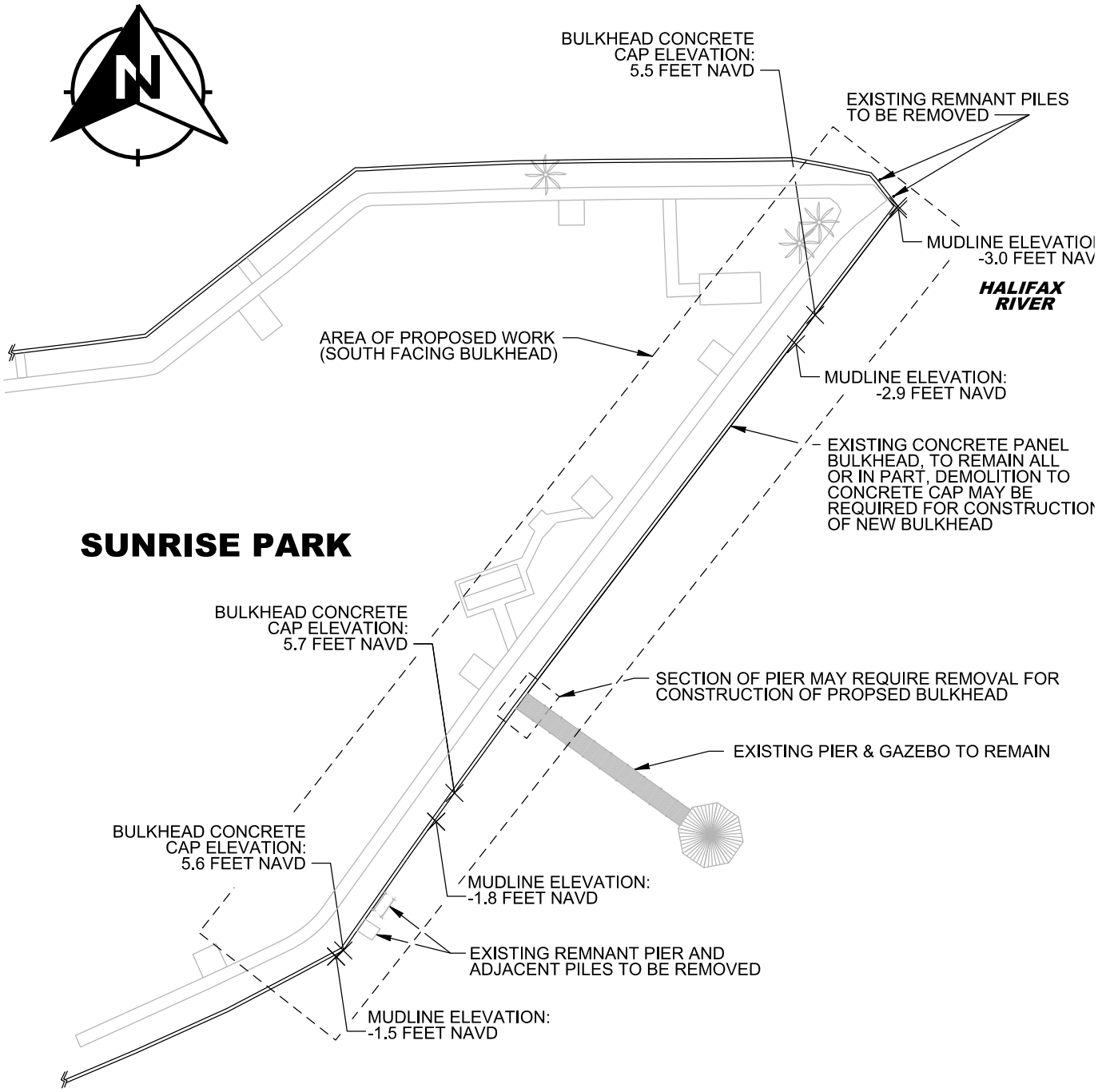
SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=60'

Sheet Name: **B-1**
Sheet No.: 5

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SH-5.B-1.Bathymetry.SUNRISE.030220.dgn 3/10/2020 9:32:43 AM SEA DIVERSIFIED INC.



FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH "SOUTH" BULKHEAD REPLACEMENT

EXISTING

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

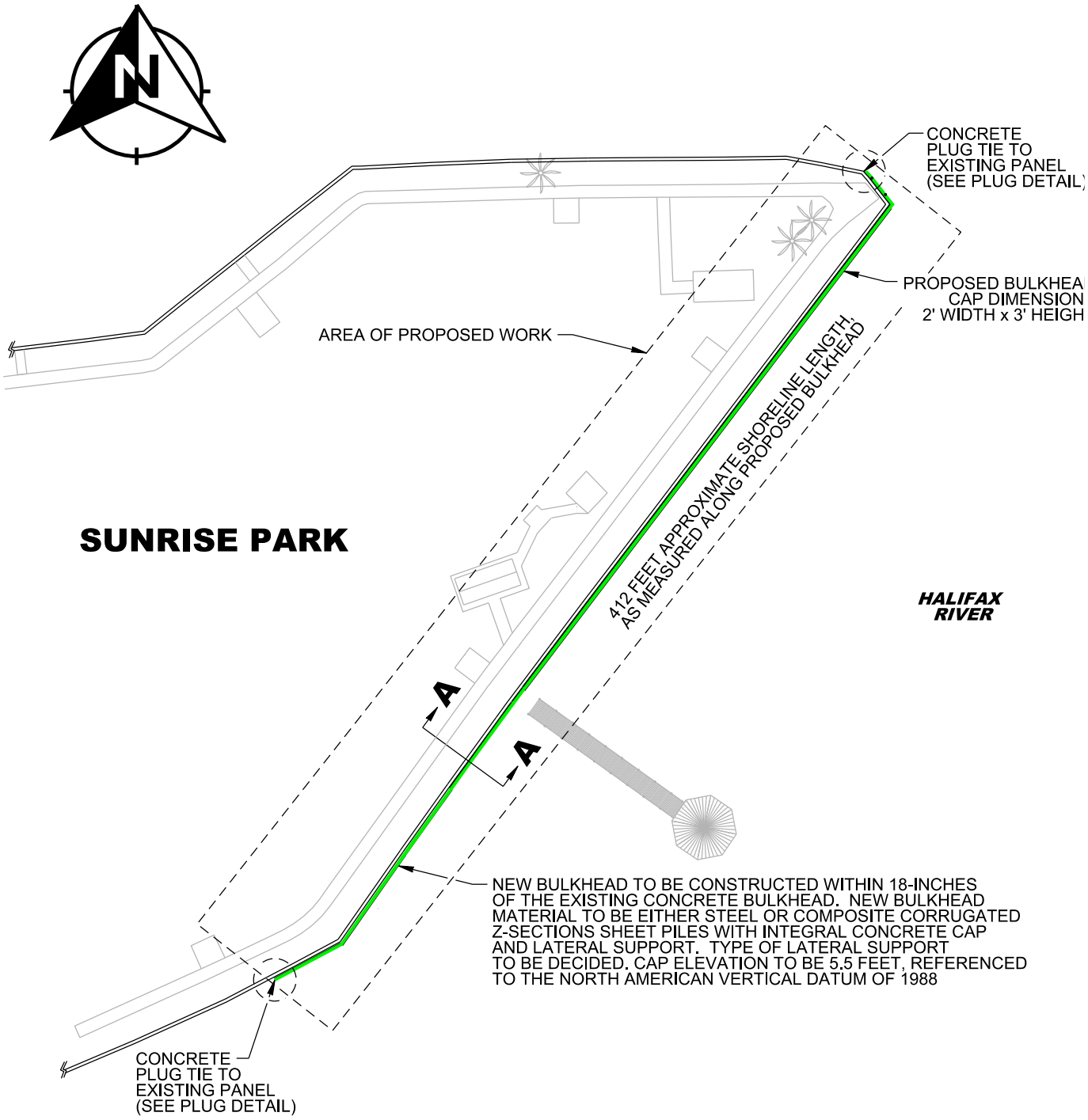
Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=60'

Sheet Name: **E-1**
Sheet No.: 6

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD REPLACEMENT

PROPOSED PLAN

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

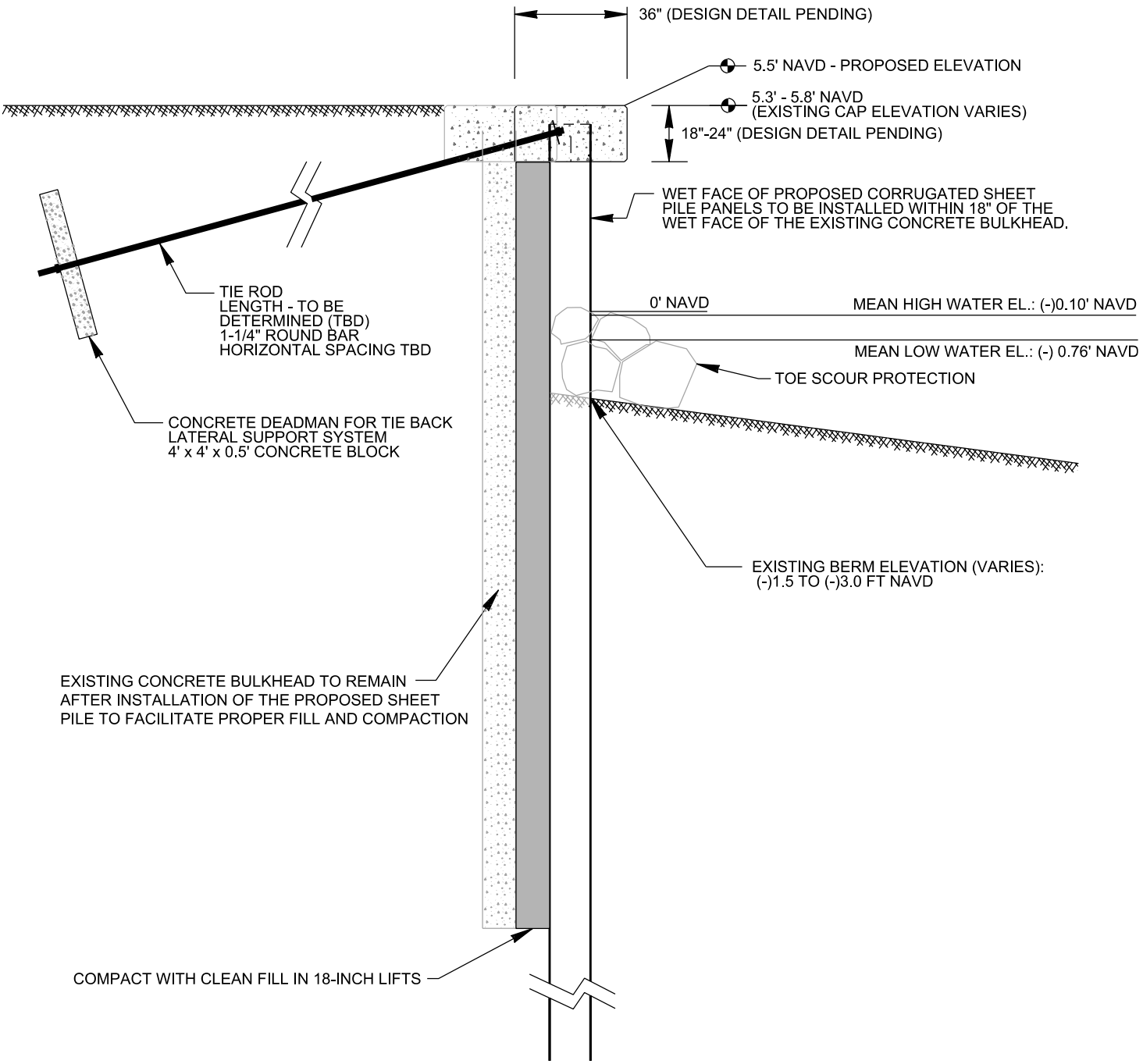
Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=60'

Sheet Name: **P-1**
Sheet No.: 7

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



TYPICAL BULKHEAD DETAIL SECTION A - A

SCALE: 1" = 4'

NOTE: LATERAL SUPPORT PROVIDED W/ CONCRETE DEADMAN

FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD REPLACEMENT

SECTION DETAILS

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=4'

Sheet Name: **S-1**
Sheet No.: 8

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Construction Methodology Plan

SUNRISE PARK NORTH
"South Bulkhead Reconstruction"

Demolition and construction activities shall be conducted using land-based mechanical equipment. Sheet piles shall be installed using a vibratory hammer with high frequency and low noise. Minimum water jetting techniques will be employed in an effort to minimize disturbance of the bottom. Turbidity screens will be installed around the periphery of in-water operations during all demolition and construction activities.

All demolition debris shall be removed and transferred to a designated construction staging area located immediately behind the bulkhead and within park. All demolition debris shall be loaded onto trucks and transported to an acceptable offsite disposal site.

Best management practices shall be used at all times during demolition and construction activities.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

FOR PERMITTING PURPOSES ONLY

CITY OF HOLLY HILL
SUNRISE PARK NORTH
"SOUTH" BULKHEAD
REPLACEMENT

CONSTRUCTION METHODS

1135 RIVERSIDE DR.,
HOLLY HILL, FLORIDA 32117
SECTION 41, TOWNSHIP 14 S, RANGE 32 E

Revisions:

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, SUITE 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	03.2020
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	N/A

Sheet Name: M-1
Sheet No.: 9

SH-9.M-1.Methods.dgn 3/10/2020 12:04:59 PM SEA DIVERSIFIED INC.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CONSTRUCTION COMMENCEMENT NOTICE

Instructions: In accordance with Chapter 62-330.350(1)(d), F.A.C., complete and submit this form at least 48 hours prior to commencement of activity authorized by permit.

Permit No. _____ Application No. _____

Project Name _____ Phase _____

Construction of the system authorized by the above referenced Environmental Resource Permit and Application, is expected to commence on _____ , 20 _____ and will have an estimated completion date of _____ , 20 _____

PLEASE NOTE: If the actual construction commencement date is not known within 30 days of issuance of the permit, District staff should be so notified in writing. As soon as a construction commencement date is known, the permittee shall submit a completed construction commencement notice form.

Permittee's or Authorized Agent's Signature _____ Company _____

Print Name _____ Title _____ Date _____

E-mail _____ Phone Number _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

As-Built Certification
And Request for Conversion to Operation Phase

Instructions: Complete and submit this page within 30 days of completion of the entire project, or any independent portion of the project, as required by the permit conditions. The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the project, system, works, or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No: Application No: Permittee:

Project Name: Phase or Independent Portion (if applicable):

I HEREBY CERTIFY THAT (please check only one box):

☐ To the best of my knowledge, information, and belief, construction of the project has been completed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached are documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.

☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. Any deviations or independent phasing will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. (Contact the permitting agency to determine whether a modification of the permit will be required in accordance with Rule 62-330.315, F.A.C.) Attached is a description of substantial deviations, a set of as-built drawings, and documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.

☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. There are substantial deviations that prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. I acknowledge that corrections to the project and/or a modification of the permit will likely be required, and that conversion to the operation phase cannot be approved at this time. As-built or record drawings reflecting the substantial deviations are attached.

For activities that require certification by a registered professional:

By: _____ (Print Name) (Fla. Lic. or Reg. No.)
Signature

(Company Name) (Company Address)

(Telephone Number) (Email Address)

AFFIX SEAL

(Date)

For activities that do not require certification by a registered professional:

By: _____ (Print Name)
Signature

(Company Name) (Company Address)

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(Telephone Number) (Email Address) (Date)

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Drawings and Information Checklist

Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.

2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, specifications, and conditions.

3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated, and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:

    a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
    b. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems,
    c. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions, and elevations of all, including clean-outs, pipes, connections to control structures, and points of discharge to receiving waters;
    d. System grading - dimensions, elevations, contours, final grades, or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge point(s);
    e. Conveyance - dimensions, elevations, contours, final grades, or cross-sections of systems utilized to divert off-site runoff around or through the new system;
    f. Benchmark(s) - location and description (minimum of one per major water control structure);
    g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.

4. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted, and identification of source of material; also provide the dimensions, elevations, contours, and representative cross-sections depicting the construction.

5. A map depicting the phase or independent portion of the project being certified, if all components of the project authorized in the permit are not being certified at this time.

6. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Request to Transfer
Environmental Resource Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or e-mail, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No: Application No(s).: Acres to be Transferred:

Permitted Project:

Proposed Project Name (if different):

Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions, and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee:

Mailing Address:

City: State: Zip:

Telephone: E-mail:

_____ _____

Signature of Proposed Permittee Date:

_____

Name and Title

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Enclosures:
☐ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records
☐ Copy of current plat(s) (if any), as recorded in the Public Records
☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)
☐ Other

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

March 25, 2022

Regulatory Division
North Branch
Cocoa Section
SAJ-2005-08345(JDP-NWP)

City of Holly Hill
ATTN: Steve Juengst
453 LPGA Blvd.
Holly Hill, FL 32117
sjuengst@hollyhillfl.org

Dear Applicant:

You requested re-verification of a project that we previously verified on May 10, 2021. Our file number is SAJ-2005-08345. Review of the information provided confirms the proposed work subject to this authorization entails the following:

1) Pier Replacement: Replace an existing public pier which has been storm damaged within the same footprint as the existing pier, including the following:
    a. Removal of the remnant storm damaged wooden piles and superstructure of an existing 4,256 SF pier;
    b. Installation of 129 new 12” wooden support piles for the replacement pier structure;
    c. Install a 340’ x 8’ access walkway with up to 14 12’ x 5’ ADA turnabouts, and 58’ x 12’ terminal platform (totaling 4,256 SF);
    d. The footprint of the new structure is in the exact same (4,256 SF total) location as the existing storm damaged structure. No boat mooring.

2) Bulkhead Replacement: Replace 325 LF of the existing storm damaged North Bulkhead and 240 LF of the existing storm damaged South Bulkhead, including the following:
    a. Install corrugated (vinyl or composite) sheet-pile system within 18” waterward of existing concrete bulkhead;
    b. Total footprint of approximately 488 SF for the North Bulkhead replacement and 360 SF for the South Bulkhead replacement.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The project is located at Sunrise Park North, at 1135 Riverside Drive directly west of the Halifax River, in the City of Holly Hill, Volusia County, Florida within Section 35, Township 14 S, Range 32 E (Approximate Central Location: Latitude 29.249211°, Longitude -81.035152°).

NOTE: The previous NWP authorization letter issued May 10, 2021 also included authorization for installation of a Living Shoreline (NWP 54) component (wave attenuation structures and reef pods) to the project. Per specific request from the Applicant/Agent, the Living Shoreline (NWP 54) component of the project is not requested to be reverified as it no longer is intended to be installed. Therefore, only the NWP 3 component (bulkhead and pier replacements) is reverified/authorized. You stated in your request that there are no other changes to the project.

Your project is authorized by Nationwide Permit (NWP) Number 3. This verification is valid until **March 14, 2026.** Some of the terms, conditions and regional conditions may have changed because our previous verification was based on the 2017 Federal Register and Regional Conditions. This letter is based on the project being performed in accordance with: the drawings attached to our previous letter; the terms and conditions found on pages 2867 to 2877, inclusive, of the January 13, 2021 Federal Register (86 FR 2744); the Regional Conditions dated February 25, 2022; and the entirety of our previous letter, including the special conditions and attachments (except for the expiration date and the references to the 2017 Federal Register and Regional Conditions).

If you are unable to access the internet or require a hardcopy of any of the above-referenced documents, please contact me by telephone at 321-504-3771.

Sincerely,

Jason D. Perryman
Project Manager

Enclosures

Copy/ies Furnished: Agent - NeilWood@SeaDiversified.com

bcc: CESAJ-RD-PE

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 14, 2026**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID# 22-BG-08

BID SCHEDULE
Sunrise Park - Southern Bulkhead Replacement
24-Mar-22
Page One

RESPONDENT _____

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	240.0	LF		
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	30.0	EA		
3	24"x33" Min. Concrete Cap - Materials and Labor	240.0	LF		
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA		
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	250.0	CY		
6	Timber Handrail System - Materials and Labor	240.0	LF		
Total - Composite Sheetpile Bulkhead & Timber Railing					

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Other Costs					
7	Contractor Mobilization/Demobilization	1.0	LS		
8	Demolition of Existing Structures	1.0	LS		
9	Site Restoration (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS		
10	Insurance, Licenses, Bonds and Misc.	1.0	LS		
11	Environmental Control Measures	1.0	LS		
12	Survey Layout and Asbuilts	1.0	LS		
Total – Other Costs					

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing $ _____

Other Costs $ _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Total $ _____

Total Base Bid

Total Base Bid in Writing: _____

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
2a	Concrete Pile Length Increase - Materials and Labor		LF
2b	Concrete Pile Length Decrease - Materials and Labor		LF

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

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: _____ License No: _____

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ADDENDUM NUMBER 6
ITB 22-BG-08
SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **ITB 22-BG-08** for the above request for **SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the budget or the Engineer estimate of this project?

A1. The budget for this project is $700,000 including construction administration and inspections

Q2 Page 4 of the proposal asks to confirm receiving of the addenda. Are there any addenda rather than the list of pile reports of 5/17/2022?

A2 A revised bid schedule was posted in Vendor Link which will need to be used in place of the bid schedule located within the solicitation packet. Any additional questions received prior to 5:00pm this afternoon will be posted on Vendor Link as addenda.

_____

Signature acknowledges receipt and understanding of this addendum.

_____

Name/Title

_____

Date

Attachment: Exhibit A - Invitation to Bid 22-BG-08 (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

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- TAB 11 – CERTIFICATE OF HOLLY HILL INSURANCE REQUIREMETNS
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RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 1

PROPOSAL & ACKNOWLEDGMENT OF ADDENDAS

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID NO. 22-BG-08

(To be completed in Duplicate)

Bidder's Name: RUSH Marine, LLC

Submitted: June 7, 2022

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Six hundred seventy seven thousand,sixty dollars, and thirty cents
(In Words)

Dollars $ 677,060.30 (In Figures)

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **180 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 5/17/2022 Addendum No.Dated: #4 5/17/2022
Addendum No. 2 Dated: 5/17/2022 Addendum No.Dated: #5 5/17/2022
Addendum No. 3 Dated: 5/17/2022 Addendum No.Dated: #6 5/17/2022
Addendum No. 7 Dated: 5/31/2022

Attached hereto is a cashier's check on the N/A Bank of _____ or Bid Bond for the sum of 5% amount of bid Dollars (_____),

made payable to _____(Owner).

RUSH Marine, LLC
(Name of Bidder) (Affix Seal)

Anthony Landry
(Signature of Officer)

President
(Title of Officer)

RUSH Marine, LLC
Name of Bidder

6285 Riverfront Center Blvd.
Address

Titusville, FL, 32780
City/State/Zip

321.267.8100
Telephone

CGC1526374
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____

_____

_____

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ADDENDUM NUMBER 6
ITB 22-BG-08
SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **ITB 22-BG-08** for the above request for **SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the budget or the Engineer estimate of this project?

A1. The budget for this project is $700.000 including construction administration and inspections

Q2 Page 4 of the proposal asks to confirm receiving of the addenda. Are there any addenda rather than the list of pile reports of 5/17/2022?

A2 A revised bid schedule was posted in Vendor Link which will need to be used in place of the bid schedule located within the solicitation packet. Any additional questions received prior to 5:00pm this afternoon will be posted on Vendor Link as addenda.

Anthony Landry

Signature acknowledges receipt and understanding of this addendum.

Anthony Landry, President
Name/Title

5/31/2022
Date

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 2

SCHEDULE OF UNIT PRICES

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID# 22-BG-08

BID SCHEDULE
Sunrise Park - Southern Bulkhead Replacement
24-Mar-22
Page One

RUSH Marine, LLC
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	240.0	LF	$966.91	$232,058.40
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	30.0	EA	$3,816.07	$114,482.10
3	24"x33" Min. Concrete Cap - Materials and Labor	240.0	LF	$433.72	$104,092.80
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$8,082.50	$16,165.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	250.0	CY	$107.58	$26,895.00
6	Timber Handrail System - Materials and Labor	240.0	LF	$128.15	$30,756.00
Total - Composite Sheetpile Bulkhead & Timber Railing					**$524,449.30**

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Other Costs					
7	Contractor Mobilization/Demobilization	1.0	LS	$71,734.00	$71,734.00
8	Demolition of Existing Structures	1.0	LS	$21,338.00	$21,338.00
9	Site Restoration (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$22,395.00	$22,395.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$23,552.00	$23,552.00
11	Environmental Control Measures	1.0	LS	$7,711.00	$7,711.00
12	Survey Layout and Asbuilts	1.0	LS	$5,881.00	$5,881.00
Total – Other Costs					**$152,611.00**

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 524,449.30
Other Costs	$ 152,611.00

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Total	$ 677,060.30
Total Base Bid	$677,060.30

Total Base Bid in Writing: Six hundred seventy seven thousand, sixty dollars and thirty cents

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
2a	Concrete Pile Length Increase - Materials and Labor	$95.40	LF
2b	Concrete Pile Length Decrease - Materials and Labor	$53.22	LF

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

Submitted by: Anthony Landry Anthony Landry
Contractor: RUSH Marine, LLC
Address: 6285 Riverfront Center Blvd., Titusville, FL 32780
Telephone: 321.267.8100 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: William Chivers License No: CGC1526374

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 3

STATEMENT OF BIDDERS QUALIFICATIONS

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.
RUSH Marine, LLC

B. Permanent main office address.
6285 Riverfront Center Blvd., Titusville, FL 32780

C. When organized.
January 18, 2018

D. If a corporation, where incorporated.
N/A

E. How many years have you been engaged in the contracting business under your present firm or trade name?
4 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See Attached

G. General character of work performed by your company.
Marine Construction, Marine Berthing Facilites, Beach & Shoreline Restoration, Concrete Structures, Deep Water Structures, Roads and Bridges, Bulkheads, Pile Driving, Revetment & Erosion Hard Armoring, Marinas, Sheet Piling, Commerical Diving services

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
NO

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
N/A

I. Have you ever defaulted on a contract? If so, where and why?
NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See Attached

K. List your major equipment N/A.

L. Experience in construction work similar in type to this project.
See Attached

M. Background and experience of the principal members of your organization, including the officers.
See Attached

N. Credit available: $ 1.5 million

O. Give bank reference: BB&T Bank 2400 S. Washington Ave, Titusville FL 32780

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 7 day of June, 2022.

Anthony Landry
Name of Bidder

By: President
Title

State of Florida

County of Brevard

Anthony Landry being duly sworn deposes and says that he is the President of RUSH Marine, LLC and that the answers to the RUSH Marine, LLC foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7 day of June, 2022.

Notary Public

Gina N Wolters
Notary Public (Print or Type) My commission expires: 9-16-2023

GINA N WOLTERS
Notary Public - State of Florida
Commission # GG 337341
My Comm. Expires Sep 16, 2023
Bonded through National Notary Assn.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item F

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Contract Amount	Anticipated date of completion
Canaveral Port Authority – NCB3 Rehabilitation and Modernization	$48,070,000.00	April 2023
The Viera Company – Pangea Pedestrian Bridges	$911,944.00	July 2022
Loblolly Association and Community Services Crop. – Loblolly Marina Replacement	$4,928,118.24	October 2022

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

RUSH MARINE

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Miliken's Reef Shoreline Repair

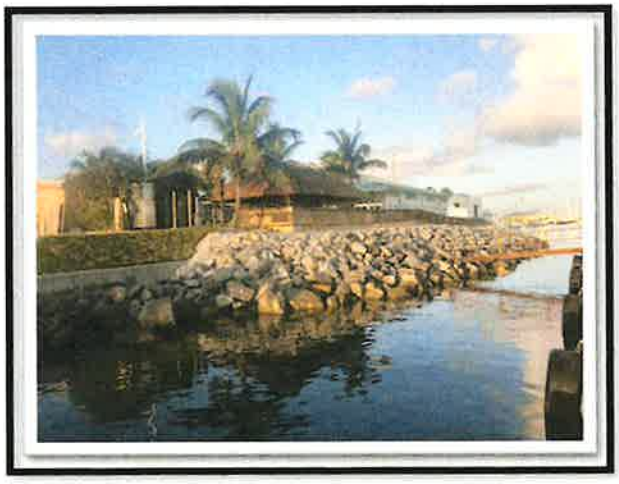
Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
All of the work for this project which includes furnishing the labor, materials, and marine equipment necessary to remove and repair approximately 200 LF of slope embankment within the Canaveral Port Harbor. This work involves re-moving approximately 450 tons of existing rip-rap from the slope on to a barge, and install geotextile fabric, bedding stone, rip-rap, fill dirt, ArmoFlex 50 open cell block mats to refurbish the slope embankment back to its original condition.

Final Contract Amount: $423,460

Time period of project:
July 23, 2018 – September 17, 2018

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com



RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Health First Cape Canaveral Hospital Shoreline Repair

Client:
Health First, Inc.
1350 S. Hickory St.
Melbourne, FL 32901
321-868-7688 Ext. 27688

Service provided:
RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x 10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Final Contract Amount: $485,466

Time period of project:
April 8, 2019 – May 23, 2019

Client's contact reference:
Steven Cornwell
321-868-7688 Ext. 27688
steven.cornwell@hf.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Cruise Terminal 3 Waterside Modifications

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pipe combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Final Contract Amount:
$38.6 Million

Time period of project:
August 2018 – February 2020

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Sunrise Park Pedestrian Bridge Replacement

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

Service provided:
This design build project consists of development and design of drawings of an approximately 93' x 6' pedestrian bridge to replace the existing timber pedestrian bridge. Following design, the removal and replacement of the existing timber pedestrian bridge shall take place for the installation of the newly designed aluminum pedestrian bridge. Removal and disposal of approximately 400 LF of the existing nature trail. Existing sidewalk entryways to the pedestrian bridge had to be reconstructed to meet ADA compliance.

Final Contract Amount: $149,771.00

Time Period of Project:
April 2021-October 2021

Client's contact reference:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
386-248-9441

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Shoreline Stabilization of Area 1, MCSF Blount Island

Client:
Howard W. Pence Inc.
342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702
270-737-8723

Service provided:
The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 2,800 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Final Contract Amount:
$4,475,911.60

Time period of project:
January 2020 – September 2021

Client's contact reference:
Rick Everts
270-737-8723
rickeverts@hwpence.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Cocoa Riverfront Park Promenade Improvements

Client:
City of Cocoa
401 Riveredge Blvd.
Cocoa, FL 32922
(321) 433-8772

Service provided:
RUSH Marine serves as the General Contractor for the improvements at the Cocoa Riverfront Park Promenade in Cocoa, FL. The project construction will consist of a replacement of two timber overlooks with new concrete overlook structures, an installation of 600 LF concrete footings and seawall, and the relocation of waterline and upland utilities.

Final Contract Amount: $1,169082.87

Time period of project:
January 2020 – June 2020

Client's contact reference:
Gary Palmer
(321) 433-8772
gpalmer@cocoafl.org

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Veterans Memorial Park Boardwalks

Client:
RUSH Construction, Inc.
6285 Riverfront Center Blvd.
Titusville, FL 32780
321-267-8100

Service provided:
RUSH Marine serves as the General Contractor for the improvements at the Cocoa Riverfront Park Promenade in Cocoa, FL. The project construction will consist of a replacement of two timber overlooks with new concrete overlook structures, an installation of 600 LF concrete footings and seawall, and the relocation of waterline and upland utilities.

Final Contract Amount: $519,927

Time period of project:
September 2020 – January 2021

Client's contact reference:
William Chivers
321-267-8100
wchivers@rushinc.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Virgin Trains USA, LLC – Phase 2 Zone 3 East West Corridor

Client:
Granite Construction Co
757 Greensboro Rd
Cocoa, FL 32926

Service provided:
RUSH Marine served as the subcontractor for the Installation of 98 Concrete Piles along 528 and I-95 in Brevard County.

Final Contract Amount: $996,617

Time period of project:
April 2020 – July 2021

Client's contact reference:
Ben Miron
214-298-4461
Ben.miron@gcinc.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Cruise Terminal 8 & Cruise Terminal 10 Waterside Modifications

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
The scope of services for CT8 includes the removal of existing double bit bollards, deck fill-in at two locations, new 125 ton mooring dolphins at the North end, 100-ton monopile mooring dolphins on the South, new 125 MT spring line bollards, and modifications to utilities as necessary for above renovations.
The scope of services for CT10 includes deck fill-in at one location with additional fill in as a bid alternate, monopile mooring dolphin located at the West and East end of the terminal, wharf power for luggage conveyor connections at three locations and two future locations along the west end of the wharf. Each location to include two, 60Amp receptacles matching the electrical requirements as currently in use along CT-B.

Final Contract Amount: $5,269,580

Time period of project:
March 2020 – May 2021

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Tavares Seaplane Docks & Marina

Client:
The City of Tavares - Haskell
Tavares, FL

Service provided:
The scope of services for the Tavares Seaplane Docks and Marina projects consisted of an installation of Sea Plane Dock System, Marina Dock System, Fuel Dock System, and Demolition of Emergency Services Dock and Boat Ramp Dock.

Final Contract Amount: $5,902,773

Time period of project:
October 2020 – May 2021

Client's contact reference:
John Bagby
Haskell
John.bagby@haskell.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Space View Park Improvements

Client:
Brevard County – RUSH Construction, Inc.
Titusville, FL

Service provided:
The scope of services for the Space View Park Improvements projects consists of the removal and replacement of the existing timber piers and pavilions, installation of a new steel sheet pile bulkhead with a concrete cap and helical tie backs, misc. site demo, concrete sidewalks, retaining walls and pavers. The Gemini portion on the North side of the park will include repairs to the shoreline by installing a new rip rap slope embankment to protect the planters and benches once they are restored.

Final Contract Amount:
$1,301,000.00

Time period of project:
September 2020 –
June 2021

Client's contact reference:
William Chivers
RUSH Construction, Inc.
321-267-8100
wchivers@rushinc.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item J

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Cruise Terminal 5 Mooring Improvements

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
The scope of services for the cruise terminal 5 mooring improvements consisted of the demolition of curb on existing dolphin, and remove, relocate, and install existing foam fender. Constructing a new multi-pile mooring dolphin with six 150-ton bollards, catwalks for the multi-pile mooring dolphin, two monopile shore mooring dolphins with 100-ton bollards. As well as lighting for new dolphin, and security cameras.

Final Contract Amount: $2,258,744.00

Time Period of Project:
November 2021 – April 2022

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item L

L. Experience in construction work similar in type to this project.

Health First Cape Canaveral Hospital Shoreline Repair

Client:
Health First, Inc.
1350 S. Hickory St.
Melbourne, FL 32901
321-868-7688 Ext. 27688

Service provided:
RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x 10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Final Contract Amount: $485,466

Time period of project:
April 8, 2019 – May 23, 2019

Client's contact reference:
Steven Cornwell
321-868-7688 Ext. 27688
steven.cornwell@hf.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item L

L. Experience in construction work similar in type to this project.

Cruise Terminal 3 Waterside Modifications

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pipe combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Final Contract Amount:
$38.6 Million

Time period of project:
August 2018 – February 2020

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Statement of Bidder's Qualifications – Item L

L. Experience in construction work similar in type to this project.

Shoreline Stabilization of Area 1, MCSF Blount Island

Client:
Howard W. Pence Inc.
342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702
270-737-8723

Service provided:
The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 2,800 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Final Contract Amount:
$4,475,911.60

Time period of project:
January 2020 – September 2021

Client's contact reference:
Rick Everts
270-737-8723
rickeverts@hwpence.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL, FL
SUNRISE PARK NORTH-SOUTHERN BUILKHEAD REPLACEMENT
BID NO. 22-BG-08

Statement of Bidder's Qualifications – Item L

L. Experience in construction work similar in type to this project.

Space View Park Improvements

Client:
Brevard County – RUSH Construction, Inc.
Titusville, FL

Service provided:
The scope of services for the Space View Park Improvements projects consists of the removal and replacement of the existing timber piers and pavilions, installation of a new steel sheet pile bulkhead with a concrete cap and helical tie backs, misc. site demo, concrete sidewalks, retaining walls and pavers. The Gemini portion on the North side of the park will include repairs to the shoreline by installing a new rip rap slope embankment to protect the planters and benches once they are restored.

Final Contract Amount: $1,301,000.00

Time period of project:
September 2020 –
June 2021

Client's contact reference:
William Chivers
RUSH Construction, Inc.
321-267-8100
wchivers@rushinc.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

RUSH MARINE

RESUME Anthony Landry

QUALIFICATIONS
Resident of Rockledge, FL

Tony is a native of Louisiana and moved to Florida in 1999 and has been a resident of Flagler County for 18 years. He is married to his wife of 29 years and has two daughters.

Education / Certification
CPR
OSHA 30 Hour

Years of Experience
32

December 2017 TO PRESENT
President of RUSH Marine, LLC

Mr. Landry is currently the President of RUSH Marine, LLC, launching the organization in December of 2017. With 32 years of construction experience and an extensive knowledge learned on-the-job of construction together with a thorough understanding of the relationship-based environment that exists related to the marine, concrete construction on with both waterside and landside, heavy civil and transportation industries.

PROJECT ROLE
Responsible for leading the business development and marketing efforts as well as all aspects of project management and field operations, for all marine, road and bridge related projects. Closely monitors progress, schedule and cost associated with each project. Work closely with owners, architects, engineers and designers to ensure that safety, environmental mitigation, innovative solutions, efficiency, cost, and constructability are all well thought out during the design and/or the construction phases of each project. Ensures compliance with all local, state and federal regulations associated with each project.

PROJECT CURRENTLY ASSIGNED
Oversight of all company operations.

PAST PROJECT EXPERIENCE WITH CURRENT FIRM
Cruise Terminal 3 Marine Berth, Cape Canaveral, FL $38.6 Million
Area 1 MCSF Blount Island Shoreline Stabilization, Jacksonville, FL $2.5 Million
Health First CCH Shoreline Repair, Cocoa Beach, FL $485K
Vilano Beach Boat Ramp Dock Repairs, Vilano Beach, FL $170K
Milliken's Reef Shoreline Repairs, Cape Canaveral, FL $500,000

PAST PROJECT EXPERIENCE OTHER FIRMS PAST 10 YEARS

Wilmington Port Authority – Replacement of Berth 8 Phase 2 Wilmington NC - $29 Million
Caddell Construction Co. (DE), LLC – Nuclear Power Training Facility at Charleston SC for the Department of Navy, NAVFAC Southeast - $12.65 Million
NAVFAC SE (sub to CMS Corp.) D/B Recapitalize Deep Draft Berthing Wharf Charlie C-2, Jacksonville, FL - $15.1 Million
Canaveral Lock and Barge East-West Guide Wall Replacement, Port Canaveral Harbor - $6.55 Million
Canaveral Port Authority - Cruise Terminal 1 Berth, Cape Canaveral, FL - $32 Million
Haskell (Prime) – City of Jacksonville - Marine Demo and Const. of Jacksonville Southbank Riverwalk, Jacksonville, FL - $9.0 Million
FDOT SR 312 EB at Matanzas River Bridge – Installed Impressed Cathodic Protection system - $2.4 Million
Canaveral Port Authority - Construction and Dredging for the New Cargo Berths NCB 5 & 6, Cape Canaveral, FL - $42 Million
NAVFAC SE – Mayport – Wharf Charlie 1 Improvements / Design Build – Mayport, FL $26 Million
Canaveral Port Authority, CT6 Reconstruction, Cape Canaveral, FL - $18 Million
Florida Department of Transportation – T2199 - SR-200 Bridge over Amelia River Fender System Replacement, Fernandina Beach, FL - $1.6 Million
United Contractors – South Carolina DOT - SC802 Bridge Over the Beaufort River – Beaufort SC – $15.75 Million
John F. Kennedy Space Center – Install Scour Protection – Various Bridges – Kennedy Space Center, Florida $4.18 Million

These are a small sample of projects I have been involved with over the years.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

RESUME William Chivers

QUALIFICATIONS

Resident of Titusville, FL

I am a Florida Native born in Rockledge,Florida. I graduated from Cocoa High School. I have raised my family in the Titusville Community and have served the local community for most of my adult life.

Local Boards

- Executive Board – Titusville YMCA
- Executive Board – Career Source Brevard
- Past Board Chair – Associated Builders & Contractors
- Board of Directors – Space Coast Economic Development Council

Education/Certifications

- State Certified General Contractor
- LEED® Accredited Professional in Building Design & Construction
- AA Degree, Brevard Community College
- Completed Courses in Civil Engineering

Years of Experience

40+

January 1997 to Present

President & CEO

Mr. Chivers is currently the President & CEO of RUSH Construction Inc., being promoted from Executive Vice President after 2 years. He has over 40+ years of construction related experience in all phases of construction with an emphasis on government and commercial construction. A LEED® Accredited Professional and a licensed General Contractor, William has been directly involved with all aspects of construction and general contracting including project management, estimating, scheduling and financial controls. As President he is responsible for the company's daily operations, business development, and contract negotiations.

PROJECT ROLE

With William's extensive experience in managing all aspects of a design-build, general contracting firm, William will support the project team in design and pre-construction services, as well as actual construction through project completion. William's exceptional leadership ability and communication skills will help ensure the team members on the project are working closely together in order to achieve the client's objectives. William understands that design and construction are relationship-based businesses and provides focus and oversight in seeing that respective team members work together toward the project goals.

PROJECT CURRENTLY ASSIGNED & ESTIMATED COMPLETION

Oversight of all company operations

PAST PROJECT EXPERIENCE WITH CURRENT FIRM PAST 10 YEARS

Grumman J-Stars Facility, Melbourne Airport, FL, $14,500.000
Apollo/Saturn V Center, KSC, FL $17,500,000
SOF 501D Parking Garage, MacDill AFB, FL $9,500,000.00 Construct 4-story parking structure
Utility Shops Facility, KSC, FL, $6,200,000.00 25,000sf Utility Shops Facility
Satellite Alert Facility, CCAFS, FL, $4,800,000.00 Construct a 4,000sf facility
Design/Build Satellite Operations Facility, CCAFS, FL. $5,300,000.00
Design/Build EOD Facility, (Design/Build) MacDill AFB, FL, $3,200,000.00 Design and build a new facility that will house 19 staff members
BRAC AFR ASTS Facility, MacDill AFB, FL, $4,100,000.00 Construction of an 18,160sf one-story facility
South Orlando YMCA, Center Florida YMCA, (Renovation/Addition) Orlando, FL $3,300,000.00 Complete Building Renovation and Addition
Services Complex-USACE, Homestead AFB, FL, $2,800,000.00
Fire Crash Rescue Station, (Design/Build) CCAFS, FL, $6,800,000.00
American Police Hall of Fame, (Design/Build) Titusville, FL, $5,900,000.00
RLV Phase I Hangar, KSC, FL, $4,200,000.00

PAST PROJECT EXPERIENCE OTHER FIRMS PAST 10 YEARS

N/A - Worked for current firm for 24 years

These are a small sample of projects I have been involved with over the years.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

RESUME David P. Dapore

QUALIFICATONS

Education/Certifications

University of Central Florida
Bachelor of Science in Business Administration - Finance

Years of Experience

20+ years in the construction industry in an accounting and finance role.

JANUARY 2011 TO PRESENT
VICE PRESIDENT - FINANCE

Officer, shareholder, and Board of Directors member. Managing the day-to-day accounting and financial functions of the RUSH family of companies.

PROJECT ROLE

Work with Project Managers and other team members to ensure a successful project and more specifically as it relates to the financial, bonding and insurance, related aspects of the project.

PAST PROJECT EXPERIENCE WITH CURRENT FIRM

Government, medical, commercial/industrial, and marine construction project experience.

PAST EXPERIENCE OTHER FIRMS PAST 10 YEARS

Controller then officer and CFO at R.W. Paul Construction, Inc., Commercial General Contractor in Maitland, FL
1999-2010

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 4

LISTING OF SUBCONTRACTORS

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

N/A - all work is self performed by RUSH Marine

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 5

LISTING OF PREVIOUS EXPERIENCE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

SEE ATTACHED

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Section 00 33 10 – Listing of Previous Experience

Health First Cape Canaveral Hospital Shoreline Repair

Client:
Health First, Inc.
1350 S. Hickory St.
Melbourne, FL 32901
321-868-7688 Ext. 27688

Service provided:
RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x 10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Final Contract Amount: $485,466

Time period of project:
April 8, 2019 – May 23, 2019

Client's contact reference:
Steven Cornwell
321-868-7688 Ext. 27688
steven.cornwell@hf.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Section 00 33 10 – Listing of Previous Experience

Cruise Terminal 3 Waterside Modifications

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pipe combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Final Contract Amount:
$38.6 Million

Time period of project:
August 2018 – February 2020

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Section 00 33 10 – Listing of Previous Experience

Shoreline Stabilization of Area 1, MCSF Blount Island

Client:
Howard W. Pence Inc.
342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702
270-737-8723

Service provided:
The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 2,800 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Final Contract Amount:
$4,475,911.60

Time period of project:
January 2020 – September 2021

Client's contact reference:
Rick Everts
270-737-8723
rickeverts@hwpence.com

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Section 00 33 10 – Listing of Previous Experience

Space View Park Improvements

Client:
Brevard County – RUSH Construction, Inc.
Titusville, FL

Service provided:
The scope of services for the Space View Park Improvements projects consists of the removal and replacement of the existing timber piers and pavilions, installation of a new steel sheet pile bulkhead with a concrete cap and helical tie backs, misc. site demo, concrete sidewalks, retaining walls and pavers. The Gemini portion on the North side of the park will include repairs to the shoreline by installing a new rip rap slope embankment to protect the planters and benches once they are restored.

Final Contract Amount: $1,301,000.00

Time period of project:
September 2020 –
June 2021

Client's contact reference:
William Chivers
RUSH Construction, Inc.
321-267-8100
wchivers@rushinc.com

RUSH MARINE

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 6

BOND

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, RUSH Marine, LLC as Principal and Berkley Insurance Company of the City of Greenwich State of Connecticut, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill, Florida hereinafter called the Owner, in the sum of Five Percent of the Amount Bid Dollars ($ 5%) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK NOTH – SOUTHERN BULKHEAD REPLACEMENT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of June, 20 22, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

6285 Riverfront Center Blvd

Titusville FL 32780

Address

RUSH Marine, LLC

Corporate Principal

ATTEST:

Gina N Walters

Gina N Walters

Anthony Landry

Anthony Landry, President AFFIX CORPORATE SEAL

6285 Riverfront Center Blvd

Titusville, FL 32780

Address

By Benjamin R. Campbell

Benjamin R. Campbell, Jr. AFFIX

Attorney-in-Fact CORPORATE SEAL

Berkley Insurance Company

Corporate Surety

ATTEST:

Kristie E. Shaw

Kristie E. Shaw

Attorney-in-Facy

Title

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

No. BI-10360a-ei

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Daniel Laurie Sherraden; Benjamin R. Campbell, Jr.; or Charles Hodges of McGriff Insurance Services, Inc. of Tallahassee, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of October, 2021.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of October, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 7th day of June, 2022.

_____
Vincent P. Forte

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 7

PUBLIC ENTITY STATEMENT

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 22-BG-08 for Sunrise Park North-Southern Bulkhead replacement - City of Holly Hill.

This sworn statement is submitted by RUSH Marine, LLC whose business address is 6285 Riverfront Center Blvd., Titusville, FL 32780 and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4091915. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Anthony Landry any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(Signature) Anthony Landry Date: 6/03/2022

State of Florida County of Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Anthony Landry who, after first being sworn by me, affixed his/her signature in the space provided above on this 3 day of June, 2022

Gina N Wolters Gina N Wolters
Notary Public

My Commission Expires: 9.16.2023

GINA N WOLTERS
Notary Public - State of Florida
Commission # GG 337341
My Comm. Expires Sep 16, 2023
Bonded through National Notary Assn.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 8

ANTI-COLLUSION STATEMENT

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: RUSH Marine, LLC

SIGNED BY: Anthony Landry Anthony Landry
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 6285 Riverfront Center Blvd.

CITY AND STATE: Titusville, FL, 32780

TELEPHONE: 321.267.8100

COMPLETION TIME: 180 to Substantial Completion & 210 to FINAL

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 9

DRUG FREE / TIE PREFERENCE STATEMENT

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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.

Anthony Landry
VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 10

CERTIFICATE AS TO CORPORATE PRINCIPAL

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, David Dapore, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Anthony Landry who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

D. Dapore, Secretary

AFFIX CORPORATE SEAL

RUSH Marine LLC CORPORATE SEAL 2019 FLORIDA

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 11

CERTIFICATE OF HOLLY HILL INSURANCE REQUIREMENTS

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

(1) Maximum Deductible - $5,000 each claim

(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

			Minimum Limits Required	
X	General Liability			
	X	Commercial General Liability	$ 2,000,000	General Aggregate
	X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
	___	_____	$ 1,000,000	Personal & Advertising Injury
	___	_____	$ 1,000,000	Each Occurrence
	___	_____	$ 100,000	Fire Damage Pump Stations
X	Automobile Liability			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	Worker's Compensation and Employer's Liability		Statutory	
			$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	Professional Liability - Errors & Omissions (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate *
	Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	Builder's Risk/Installation Floater (*To be completed by Bidder)			
	* Flood included $_____ Limit		$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____ Limit			
	* Storage included $_____ Limit			
	City must be a named insured. Copy of policy will be required.			
___	Other			
	_____		$	
	_____		$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature A complete copy of this form with original signature must accompany bid.

Anthony Sanchez
PRESIDENT

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Client#: 2176754 131RUSHMAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2022

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

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

PRODUCER	CONTACT NAME:	
McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600	PHONE (A/C, No, Ext): 407 691-9600	FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RUSH Marine, LLC 6285 Riverfront Center Blvd Titusville, FL 32780	INSURER A : New York Marine & General Insurance Co	
	INSURER B : Mitsui Sumitomo Marine Management	
	INSURER C : PMA Insurane Group	
	INSURER D : American Longshore Mutual Association	
	INSURER E : Old Dominion Insurance Company	
	INSURER F : Safe Harbor Pollution Insurance	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	ML202200002185	04/01/2022	04/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Ded-$5,000						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Claim Exp	$1,000,000
E	AUTOMOBILE LIABILITY	X	X	B1P9522H	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			ML202200002184	04/01/2022	04/01/2023	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
B	DED X RETENTION $25000			OLM2510139	04/01/2022	04/01/2023	Each Occ/Agg	$9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	1155720Y	04/01/2022	04/01/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	P & I			ML202200002185	04/01/2022	04/01/2023	1,000,000; ded-$5,000	
A	Marine Empl Liab			ML202200002185	04/01/2022	04/01/2023	Included	
D	WC-USL&H			ALMA0242002	04/01/2022	04/01/2023	1,000,000-Each Acc/Agg	

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

Additional Insured status is granted with respects to General Liability if required by written contract per Additional Insured-Owners Lessees or Contractors-Completed Operations, Form # OM DS 01 11/18; Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or Authorization-Form # OM DS 01 11/18
Additional Insured-Loss Payee
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charles Ross Hale

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Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

DESCRIPTIONS (Continued from Page 1)

General Liability policy is primary and non-contributory if required by written contract.

Vessel Pollution Liability-Policy #V1583722-Limit-$5,000,000
RE: Sunrise Park North-Southern Bulkhead Replacement at 1135 Riverside Drive, Holly Hill FL 32117

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Volusia County

RUSH Marine LLC being duly sworn according to law, deposes and says (it, he, they) ha_ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the Manufacturers Alliance Insurance Company, under the terms of Policy No. 2022011155720Y for a period from April 1st, 20 22 to April 1st, 20 23

WITNESS: [signature]

CONTRACTOR: RUSH MARINE LLC

By [signature] Anthony Landry

Title President

Sworn to and subscribed before me this 25 day of May, 20 22

[signature]
Notary Public

Gina N Wolters
Notary Public (Print or Type) My

Commission Expires: 9.16.2023

GINA N WOLTERS
Notary Public - State of Florida
Commission # GG 337341
My Comm. Expires Sep 16, 2023
Bonded through National Notary Assn.

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify RUSH Marine LLC Company has issued to The City of Holly Hill, of the City of Holly Hill, State of Florida, the following policy or policies; Public Liability Policy No. ML202200002185 effective on, April 1st, 20 22, limits $1M per occurrence / $2M General Aggregate, Property Damage Policy No. ML202200002185 effective on April 1st, 20 22 and expiring on April 1st, 20 23, limits $1M per Occurrence / $2M General Aggregate.

If at any time this coverage is to be canceled, the undersigned will notify the insured and The City of Holly Hill, in writing thirty (30) days prior to cancellation of the policy.

McGriff Insurance Services

e-Signed by Charles Hodges
on 06-02-2022 14:50:38:38 GMT

06/02/2022 14:50:38:38 GMT

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 12

W9

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
RUSH Marine, LLC (EIN: 82-4091915)

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
6285 Riverfront Center Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Titusville FL 32780

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
59 - 2401736

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 4.5.2022

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Tab 13

COMPLIANCE WITH PUBLIC RECORDS LAW

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

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

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

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

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

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

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

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

Company Name: RUSH Marine, LLC

Authorized representative (printed): Anthony Landry

Authorized representative (signature): Anthony Landry

Date: 06/03/2022

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 55

AFFIDAVITCOMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Anthony Bender
06/03/2022

END OF SECTION

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1319721

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and RUSH Marine, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1319721

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Attachment: Exhibit B - Rush Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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E-Verify

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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E-Verify

Company ID Number: 1319721

Approved by:

Employer RUSH Marine, LLC	
Name (Please Type or Print) David Dapore	Title
Signature Electronically Signed	Date 06/29/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/29/2018

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E-Verify

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Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	RUSH Marine, LLC
Company Facility Address	6285 Riverfront Center Blvd Titusville, FL 32780
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	824091915
North American Industry Classification Systems Code	237
Parent Company	RUSH Construction, Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	L Ruth Harris
Phone Number	3212678100104
Fax	
Email	rharris@rushinc.com

Name	David Dapore
Phone Number	3212678100123
Fax	
Email	ddapore@rushinc.com

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This list represents the first 20 Program Administrators listed for this company.

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID NO. 22-BG-08

(To be completed in Duplicate)

Bidder's Name: Saboungi Construction, Inc.

Submitted: June 7, 20 22

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Million Two Hundred Thirteen Thousand One Hundred Twenty Dollars and 00/100

(In Words)

Dollars $ (In Figures)

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **180 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder`s Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No.	1	Dated:	5/17/22	Addendum No.Dated:	4 5/17/22
Addendum No.	2	Dated:	5/17/22	Addendum No.Dated:	5 5/17/22
Addendum No.	3	Dated:	5/17/22	Addendum No.Dated:	6 5/31/22

Attached hereto is a cashier's check on the _____ Bank of Fourty Eight Thousand Thirty Six and ---------- 00/100 or Bid Bond for the sum of _____ Dollars ($48,036.00),

made payable to the City of Holly Hill (Owner).

Saboungi Construction, Inc.
(Name of Bidder) (Affix Seal)

M. Saboungi
(Signature of Officer)

President
(Title of Officer)

Mahmoud "Mike" Saboungi
Name of Bidder

Saboungi Construction, Inc.
Address

290A North US Highway 1
City/State/Zip

Ormond Beach , FL 32174
Telephone

(386) 672-2077
Contractor's Florida License Number

CGC 013521

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____

_____

_____

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Saboungi Construction, Inc.

B. Permanent main office address. 290A North US Highway 1, Ormond Beach FL 32174

C. When organized. 1982

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 40 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached list

G. General character of work performed by your company. See Attached list

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

None

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment Lease as needed.

L. Experience in construction work similar in type to this project. See Attached list

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $400,000.00

O. Give bank reference: Truist

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 7th day of June, 2022

M. Saboungi

Name of Bidder

By: President

Title

State of Florida

County of Volusia

being duly sworn deposes and says

that he is the President of Saboungi Construction, Inc. and that

the answers to the Saboungi Construction Inc. foregoing questions

Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of June, 2022.

Darlene Lou Miles

Notary Public

Darlene Lou Miles

Notary Public (Print or Type) My commission expires: July 10 2026

DARLENE LOU MILES
MY COMMISSION # HH 243619
EXPIRES: July 10, 2026

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Sheet Piles & Piles Work	All Volusia Services LLC	1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	See Attached List				
2					
3					

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

290 North U.S. Highway 1, Suite A
Ormond Beach, FL 32174-4504

Tel (386) 672-2077
Fax (386) 673-4189

SABOUNGI CONSTRUCTION, INC.
GENERAL CONTRACTORS
CGC 038667

M. "Mike" Saboungi
President

Hassan Saboungi
Vice President

SOME CONTRACTS COMPLETED IN THE PAST SEVERAL YEARS BY OUR FIRM...

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
Lemon Bluff Marine Park 949 Lemon Bluff Rd. Osteen, FL 32764	$1,959,630	1/22	DMC Dredging & Marine Consultants 4643 S Clyde Morris Blvd #302 Port Orange FL 32129 386-304-6505 www.dmces.com	County of Volusia 123 W Indiana Ave DeLand FL 32720 386-736-5935 Inga Fegley	
Plaza Blvd. Phase 1	$566,648	1/22	Dredging & Marine Consultants 4643 S. Clyde Morris Blvd., # 302 Port Orange, FL 32129 Mr. Ankeet Rama 386-304-6505	Couny of Volusia 123 W Indiana Ave DeLand FL 32720 Mr. Niles Cyzycki 386-248-8072 x20357	
18th Ave Pedestrian Beach Access Structure	$253,160	6/21	Dredging & Marine Consultants 4643 S. Clyde Morris Blvd., # 302 Port Orange, FL 32129 Mr. Ankeet Rama 386-304-6505	Couny of Volusia 123 W Indiana Ave DeLand FL 32720 Mr. Niles Cyzycki 386-248-8072 x20357	

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
Ponce Preserve Boardwalk Repair Ponce Inlet, FL	$40,000	6/21	N/A	Town of Ponce Inlet 4300 S Atlantic Ave Ponce Inlet, FL 32127 Jeff Miller, Public Works Director 386-236-2150	
Sperling Sports Complex Field Improvements & Restroom/Concession Building	$674,265	4/21	CPH Engineers Inc. 500 W. Fulton St. Sanford, FL 32771 407-322-6841 Jason Kellogg, P.E.	City of DeLand 120 S Florida Ave. DeLand FL 32121-0449 386-626-7197 Mr. Keith Riger, P.E.	Mr. Keith Riger, P.E. Public Services Director
North County Lifeguard Tower Replacement	$214,040	3/21	Hall & Ogle Arch. 208 Magnolia Ave. Daytona Beach, FL 32114 386-255-6163	County of Volusia 123 W. Indiana Ave. DeLand FL 32720 Tabatha Freedman, MBA, CPPO, CPPB TFreedman@volusia.org	
Hemaidan Williamson Property Site Development	$589,600	6/20	Zev Cohen & Assoc. Civil Engineers 300 Interchange Blvd. Ormond Beach FL 32174 386-677-2482 Randy Hudak, P.E. RHudak@Zevcohen.com	Rainbow Development Group LLC 1690 Dunlawton Ave., Ste. 110 Port Orange FL 32127 386-795-4324 Ammar Hemaidan AHemaidan@gmail.com	
One Caring Family ALF 3130 Opportunity Court South Daytona FL 32119	$1,814,139	07/20	BFY Associates Inc. Roman Yurkiewicz, Arch., Pres. 645 N. Halifax Ave. Daytona Beach FL 32118 386-405-3152 BFY@aol.com	Regina Ashihene, M.D., LLC Regina Asihene 5856 Boggsford Rd. Port Orange FL 32127 386-451-6871 rjasihene@gmail.com	
Babe James Splash Park Construction	$520.986	9/20	CPH Engineers Inc 500 West Fulton St. Sanford, FL 32771 407-322-6841 Jeremiah Owens, P.E.	City of New Smyrna Beach 210 Sams Ave. New Smyrna Beach FL 32168 386-410-2613 Michelle Vallance	

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
Bay Drive Park Bay Drive off A1A Palm Coast, Flagler Co., FL	$723,250	4/20	DJ Design Services, Inc. 913 North Nova Road Holly Hill, FL 32117 (386) 255-6987 Mr. Jim Wachtel	Flagler County 1769 E Moody Blvd., Bldg. 2 Bunnell FL 32110 386-313-4001 Amy Kennedy Stroger	
Pollard Park Improvements 4680 S Peninsula Dr Ponce Inlet FL 32127	$820,262	04/20	Mead & Hunt 4401 Eastport Parkway Port Orange FL 32127 386-761-6810 Andrew Giannini, PE portorangebids@meadhunt.com	Town of Ponce Inlet 4300 S Atlantic Ave Ponce Inlet FL 32127 386-236-2180 Ms. Peg Hunt phunt@ponce-inlet.org	
Halifax Harbor Marina Seawall Restoration 450 Basin St. Daytona Beach, FL 32114	$334,757	01/20	DRMP 941 Lake Baldwin Lane Orlando FL 32814 407-896-0594	City of Daytona Beach PO Box 2451 Daytona Beach 32115-2451 386-671-8613 Jim Nelson	
Off Beach Parking 650 S Atlantic Ave. Ormond Beach, FL Lifeguard Maintenance Facility & Public Parking	$1,950,708	10/19	DJ Design Inc 913 N Nova Rd. Holly Hill, FL Mr. Jim Wachtel 386-255-6987	County of Volusia 123 W Indiana Ave DeLand FL 32724 Mr. Niles Cyzycki 386-736-5920	
27th Ave Beachfront Park Site & Drainage Improvements 3701 S A1A New Smyrna Beach FL 32168	$160,400	07/19	Parker Mynchenberg & Assoc Inc 1729 Ridgewood Ave Holly Hill FL 32117 386-677-6891	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach FL 32168 386-424-2209 Kyle Fegley P.E. Kfegley@cityofnsb.com	
Swoope Boat Ramp Phase 2 Improvements New Smyrna Beach, FL	$635,611	4/19	Quentin L Hampton Assoc. 4401 Eastport Parkway Port Orange FL 32127 Andrew Giannini, P.E. 386-414-5052 andrew.giannini@meadhunt.com	City of New Smyrna Beach 210 Sams Ave. New Smyrna Beach FL 32168 Kyle Fegley, P.E. 386-424-2209 Kfegley@cityofnsb.com	

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
Riverside Park Gazebo Replacement New Smyrna Beach, FL	$31,247	11/18	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach FL 32168 Michelle Vallance 386-410-2613 mvallance@cityofnsb.com	City of New Smyrna Beach 210 Sams Ave. New Smyrna Beach FL 32168 Michelle Vallance 386-410-2613 mvallance@cityofnsb.com	
Riverwalk Park Phase 1B 3441 Ridgewood Ave. Port Orange FL 32129 Large Public Park with Splash Pad & Amenities	3,605,400	10/17	Dredging & Marine Consultants 4643 S Clyde Morris Blvd #302 Port Orange FL 32129 Mr. Stephen Kuhn, P.E. 386-304-6505 SKuhn@dmces.com	City of Port Orange 1000 City Center Circle Port Orange, FL 32129 Ms. Susan Lovallo 386-506-5852 slovallo@port-orange.org	

Packet Pg. 353

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

4.5.c

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Saboungi Construction, Inc. as Principal and Westfield Insurance Company of the City of Westfield Center State of OHIO, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of FIVE PERCENT (5%) OF PROPOSED BID Dollars ($ --5%--) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK NOTH – SOUTHERN BULKHEAD REPLACEMENT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of June, 2022, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

290A N US Highway 1

Ormond Beach, FL 32174

Address

Saboungi Construction, Inc.

Corporate Principal

ATTEST:

Darlene Miles

M. Saboungi

President AFFIX CORPORATE SEAL

P. O. Box 5001
Westfield Center, OH 44251

Address

By Don Bramlage

AFFIX CORPORATE SEAL

Westfield Insurance Company

Corporate Surety

ATTEST:

see attached power of attorney

Don Bramlage, Attorney-In-Fact &
Florida Resident Agent, Inquiries: 407-330-3990

Title

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by Mahmoud "Mike", Saboungi whose business address is 290A North US Highway 1, Ormond Beach FL 32174 and (if applicable) its Federal Employer Identification Number (FEIN) is 59 - 2219055. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Mahmoud "Mike" Saboungi any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(Signature) _____ Date: June 7 , 2022

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mahmoud "Mike"Saboungi who, after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of June, 2022.

Darlene Lou Miles
Notary Public

My Commission Expires:

DARLENE LOU MILES
MY COMMISSION # HH 243619
EXPIRES: July 10, 2026

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Saboungi Construction, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 290A North US Highway 1

CITY AND STATE: Ormond Beach, FL

TELEPHONE: (386) 672-2077

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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.

M. Saboungi

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 55

AFFIDAVITCOMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

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

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

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

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

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

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

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

Company Name: Saboungi Construction, Inc.

Authorized representative (printed): Mahmoud "Mike" Saboungi

Authorized representative (signature): M. Saboungi

Date: June 7, 2022

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 70

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Saboungi Construction, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
290A North US Highway 1

Requester's name and address (optional)

City, state, and ZIP code
Ormond Beach, FL 32174

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 - 2219055

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** M. Saboungi | **Date ▶** June 7, 2022

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SABOUNGI, MAHMOUD

SABOUNGI CONSTRUCTION INC
290A N US 1
ORMOND BEACH FL 32174-4504

LICENSE NUMBER: CGC013521

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 198309020015 Expires: September 30, 2022
Business Location: 290 N US HWY 1

Business Name: SABOUNGI CONSTRUCTION INC
Owner Name: MAHMOUD SABOUNGI
Mailing Address 290 N US 1 STE A
ORMOND BEACH, FL 32174

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC013521	301C	10	$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/23/2021
RECEIPT #:	441664
TOTAL TAX:	$18.00
PENALTY:	$0.00
TOTAL PAID:	$18.00

Business Name: SABOUNGI CONSTRUCTION INC
Owner Name: MAHMOUD SABOUNGI
Mailing Address 290 N US 1 STE A
ORMOND BEACH, FL 32174

Account #: 198309020015 Expires: September 30, 2022
Business Location: 290 N US HWY 1

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ADDENDUM NUMBER 6
ITB 22-BG-08
SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **ITB 22-BG-08** for the above request for **SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the budget or the Engineer estimate of this project?

A1. The budget for this project is $700,000 including construction administration and inspections

Q2 Page 4 of the proposal asks to confirm receiving of the addenda. Are there any addenda rather than the list of pile reports of 5/17/2022?

A2 A revised bid schedule was posted in Vendor Link which will need to be used in place of the bid schedule located within the solicitation packet. Any additional questions received prior to 5:00pm this afternoon will be posted on Vendor Link as addenda.

M. Saboungi

Signature acknowledges receipt and understanding of this addendum.

Mahmoud, Mike, Saboungi, President
Name/Title

May 31, 2022
Date

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE 06/02/2022

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

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

PRODUCER
Brown & Brown of Florida, Inc.
P.O. Box 2412
Daytona Beach FL 32115-2415

CONTACT NAME: Julie Kuhlman
PHONE (A/C, No, Ext): (386) 252-9601 **FAX (A/C, No):** (386) 239-5729
E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Colony Insurance Company	39993
INSURER B :	Travelers Excess and Surplus Lines Company	29696
INSURER C :	XL Specialty Insurance Company	37885
INSURER D :	Insurance Company of the West	27847
INSURER E :	Westchester Surplus Lines Company	
INSURER F :		

INSURED
SABOUNGI CONSTRUCTION, INC.
290-A NORTH US HIGHWAY 1
ORMOND BEACH FL 32174

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			600GL0033339-02	01/31/2022	01/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-9S688253-22-NF	01/31/2022	01/31/2023	EACH OCCURRENCE AGGREGATE PROD/COMPL OPS	$ 5,000,000 $ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL 5053442 02	01/31/2022	01/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	INLAND MARINE			UM00061199MA22A	01/31/2022	01/31/2023	LEASED/RENTED DED	$75,000 $1,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: SUNRISE PARK NORTH -SOUTHERN BULKHEAD REPLACEMENT; BID NO. 22-BG-08
THE CITY OF HOLLY HILL, ELECTED OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER
CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

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

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit C - Sabougi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	SABOUNGI CONSTRUCTION, INC.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTOR'S POLLUTION LIABILITY
INSURER E
POLICY #G7165722A001
TERM: 01/31/2022 - 01/31/2023
AGGREGATE: $2,000,000
CONTRACTOR'S POLLUTION CONDITION LIMIT: $1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
3) CG2028 1219 - ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT
4) CG2404 0509 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
5) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

POLLUTION:
1) ENV3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
2) ENV3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD
3) ENV3253 1218 - PRIMAR AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION
4) ENV3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA/EXCESS LIABILITY:
1) EU0001 0716 - EXCESS FOLLOW - FORM UMBRELLA LIABILITY INSURANCE - (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2022

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

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

PRODUCER Halifax Insurance 1540 Cornerstone Blvd., Suite 200 Daytona Beach FL 32117 License#: L100460	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 386-677-4761 **FAX (A/C, No):** 386-673-5370 **E-MAIL ADDRESS:** email@HIPFlorida.com
INSURED SABOCON-01 Sabougni Construction Inc Hassan Sabougni 290A N. US 1 Ormond Beach FL 32174	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Auto-Owners Insurance Company — 18988 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1627600463 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			4140895900	6/12/2021	6/12/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

Sunrise Park North - Southern Bulkhead Replacement
Bid No. 22-BG-08
The City of Holly Hill, elected officials and employees and adjacent property owners are additional insured with respect to Auto Liability.

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave
Holly Hill FL 32117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charles H. Lydick

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Attachment: Exhibit C - Sabougni Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID# 22-BG-08

00 31 00-1

BID SCHEDULE
Sunrise Park - Southern Bulkhead Replacement
24-Mar-22
Page One

Saboungi Construction, Inc.
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	240.0	LF	1,985.00	380,400.00
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	30.0	EA	14,500.00	435,000.00
3	24"x33" Min. Concrete Cap - Materials and Labor	240.0	LF	490.00	117,600.00
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	5,200.00	10,400.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	250.0	CY	105.00	26,250.00
6	Timber Handrail System - Materials and Labor	240.0	LF	195.00	46,800.00
Total - Composite Sheetpile Bulkhead & Timber Railing					1,016,550.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Other Costs					
7	Contractor Mobilization/Demobilization	1.0	LS	74,500.00	74,500.00
8	Demolition of Existing Structures	1.0	LS	32,500.00	32,500.00
9	Site Restoration (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	37,960.00	37,960.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	35,100.00	35,100.00
11	Environmental Control Measures	1.0	LS	5,850.00	5,850.,00
12	Survey Layout and Asbuilts	1.0	LS	10,660.00	10,660.00
Total – Other Costs					196,570.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 1,016,550.00
Other Costs	$ 196,570.00

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Total $ 1,213,120.00

Total Base Bid 1,213,120.00

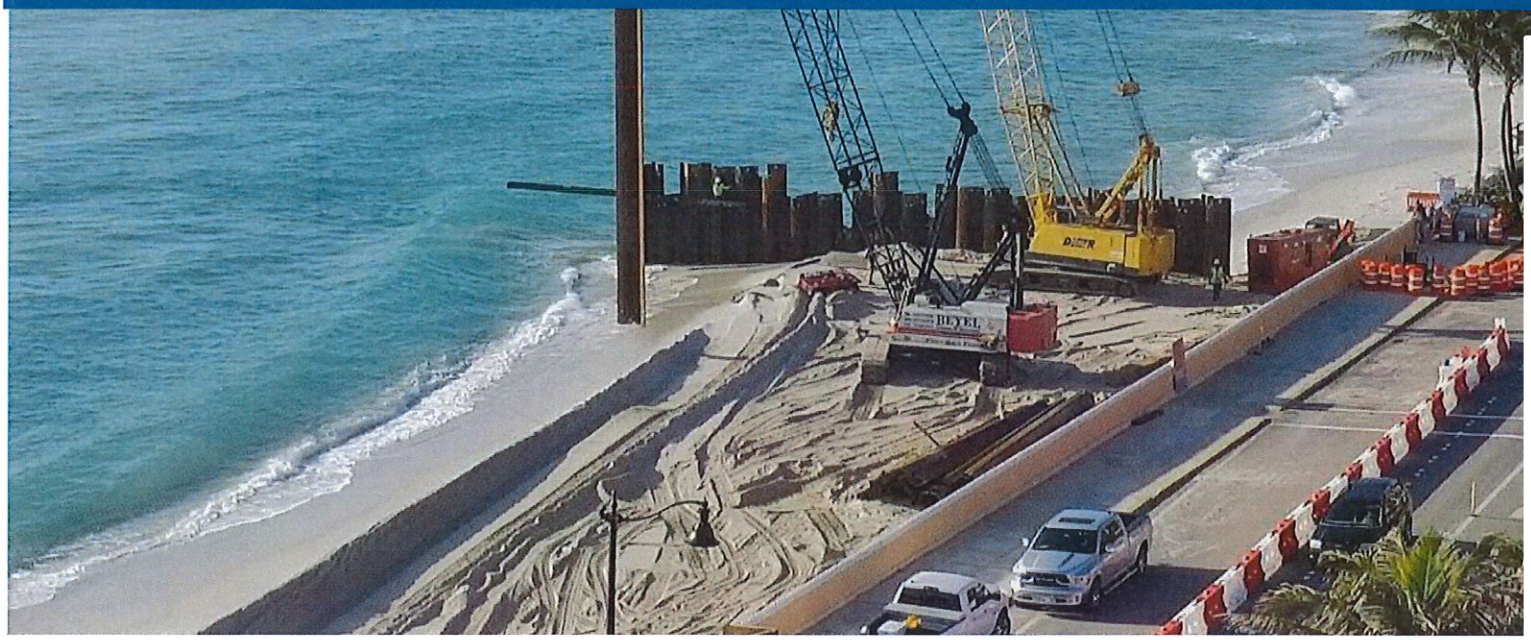
Total Base Bid in Writing: One Million Two Hundred Thirteen Thousand One Hundred Twenty Dollars and 00/100

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
2a	Concrete Pile Length Increase - Materials and Labor	$ 140.00	LF
2b	Concrete Pile Length Decrease - Materials and Labor	$ 80.00	LF

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

Submitted by: Mahmoud, Mike, Saboungi
Contractor: Saboungi Construction, Inc.
Address: 290A North US Highway 1, Ormond Beach FL 32174
Telephone: (386) 672-2077 Fax: (386) 673-4189
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Mahmoud "Mike" Saboungi License No: CGC 013521

Attachment: Exhibit C - Saboungi Construction (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)



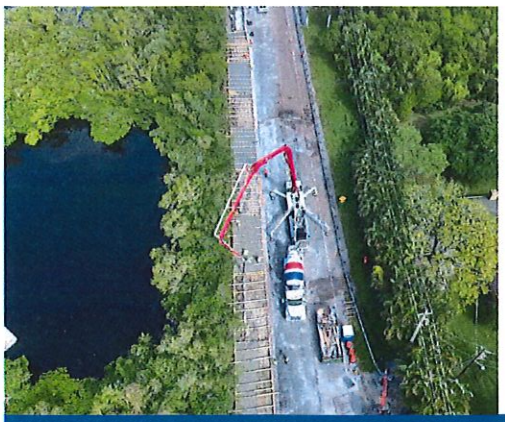
POSEIDON Inc.
DREDGE & MARINE

Sunrise Park North
Southern Bulkhead Replacement Bid No: 22-BG-08
Bid Due: Tuesday June 7, 2022 by 10:00 am

Headquarters
101 N J Street Ste 1
Lake Worth Beach, Fl 33460
561-296-4991
info@PDMarineinc.com

Lantana Yard
730 N 4th Street
Lantana, FL 33462
561-296-4991
info@PDMarineinc.com

Stuart Yard
3415 SW 96th Street
Stuart, FL 34997
561-296-4991
info@PDMarineinc.com



SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID NO. 22-BG-08

(To be completed in Duplicate)

Bidder's Name: Poseidon Dredge & Marine In

Submitted: June 3, 2022

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Eight Hundred and Eighty One Thousand, Four Hundred and Thirty Four Dollars and Zero Cents.

(In Words)

Dollars $ 881,434.00 (In Figures)

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **180 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

- Schedule of Unit Prices: Section 00 31 00
- Statement of Bidder's Qualifications: 00 32 00
- Listing of Subcontractors: Section 00 33 00
- Listing of Previous Experience: Section 00 33 10 Bid
- Bond: Section 00 41 00
- Public Entity Crimes Statement: Section 00 47 00
- Anti-Collusion Statement: Section 00 48 00
- Drug Free/Tie Preference Statement: Section 00 48 50
- Certificate as to Corporate Principal: Section 00 62 00
- City of Holly Hill Insurance Requirements: Section 00 80 00A
- W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1-5 Dated: 05/17/2022 Addendum No.Dated: _____
Addendum No. 6 Dated: 05/31/2022 Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of Five percent of the amount of bid Dollars (5% amount of bid),

made payable to City of Holly Hills (Owner).

Poseidon Dredge & Marine Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

Poseidon Dredge & Marine Inc.
Name of Bidder

101 N J Street Ste 1
Address

Lake Worth Beach, Florida 33460
City/State/Zip

561-296-4991
Telephone

CGC1516366
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

N/A

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID# 22-BG-08

BID SCHEDULE
Sunrise Park - Southern Bulkhead Replacement
24-Mar-22
Page One

Poseidon Dredge & Marine Inc.
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	240.0	LF	$ 1,209.00	$ 290,160.00
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	30.0	EA	$ 3,662.00	$ 109,860.00
3	24"x33" Min. Concrete Cap - Materials and Labor	240.0	LF	$ 497.00	$ 119,280.00
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$ 13,642.00	$ 27,284.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	250.0	CY	$ 260.00	$ 65,000.00
6	Timber Handrail System - Materials and Labor	240.0	LF	$ 304.00	$ 72,960.00
Total - Composite Sheetpile Bulkhead & Timber Railing					$ 684,544.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Other Costs					
7	Contractor Mobilization/Demobilization	1.0	LS	$ 77,963.00	$ 77,963.00
8	Demolition of Existing Structures	1.0	LS	$ 28,243.00	$ 28,243.00
9	Site Restoration (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$ 46,366.00	$ 46,366.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$ 21,509.00	$ 21,509.00
11	Environmental Control Measures	1.0	LS	$ 12,459.00	$ 12,459.00
12	Survey Layout and Asbuilts	1.0	LS	$ 10,350.00	$ 10,350.00
Total – Other Costs					$ 196,890.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 684,544.00
Other Costs	$ 196,890.00

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Total $ 881,434.00

Total Base Bid $ 881,434.00

Total Base Bid in Writing: Eight Hundred and Eighty One Thousand, Four Hundred and Thirty Four Dollars and Zero cents.

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
2a	Concrete Pile Length Increase - Materials and Labor	$ 42.00	LF
2b	Concrete Pile Length Decrease - Materials and Labor	$ 28.00	LF

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

Submitted by: Karina Quiros

Contractor: Poseidon Dredge & Marine Inc.

Address: 101 N J Street Suite 1. Lake Worth Beach, Florida. 33460

Telephone: 561-296-4991 Fax: 561-697-3268

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: Javier Quevedo License No: CGC1516366

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.
Poseidon Dredge & Marine Inc.

B. Permanent main office address.
101 N J Street Ste 1
Lake Worth Beach, Florida 33460

C. When organized.
11/04/2013

D. If a corporation, where incorporated.
11/04/2013

E. How many years have you been engaged in the contracting business under your present firm or trade name?
9 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Please see attached

G. General character of work performed by your company.
Seawalls, Docks, Dredging, Tug & Barge Support, Beach Renourishment, Marinas, Pile Driving, Erosion Contro

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
None

I. Have you ever defaulted on a contract? If so, where and why?
None

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Please see attached

K. List your major equipment Please see attached.

L. Experience in construction work similar in type to this project.
Please see attached

M. Background and experience of the principal members of your organization, including the officers. Please see attached

N. Credit available: $ 1.3mil

O. Give bank reference: Bryn Basehore ,Bank Manager of PNC Bank ,216-222-5767, 100 Royal Palm Beach Blvd, Royal Palm Beach Florida 33411

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 03 day of June, 2022.

Poseidon Dredge & Marine Inc.
Name of Bidder

By: President
Title

State of Florida

County of Palm Beach

Karina Quiros being duly sworn deposes and says that he is the President of Poseidon Dredge & Marine Inc. and that the answers to the Poseidon Dredge & Marine Inc. foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 03 day of June, 2022.

Notary Public

Natasha Martin
Notary Public (Print or Type) My commission expires: 04/10/2025

NATASHA MARTIN
MY COMMISSION # HH 115932
EXPIRES: April 10, 2025
Bonded Thru Notary Public Underwriters

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Not Applicable Poseidon Dredge & Marine Inc. Will self perform.		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Please see attached				
2					
3					

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Poseidon Dredge & Marine, Inc. as Principal and American Alternative Insurance Corporation of the City of Princeton State of New Jersey, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars ($5% of Amount Bid) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK NOTH – SOUTHERN BULKHEAD REPLACEMENT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 2nd day of June, 20 22, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

101 N J Street, Suite 1
Lake Worth Beach, FL 33460
Address

Poseidon Dredge & Marine, Inc. /Karina Quiros
Corporate Principal

ATTEST:

_____

President AFFIX
CORPORATE SEAL

101 North J Street, Suite 1, Lake Worth Beach, FL 33460

Address

By_____

AFFIX
CORPORATE SEAL

American Alternative Insurance Corporation
Corporate Surety

ATTEST:

As per attached power of attorney

Warren M. Alter, Attorney-in-Fact Title

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CERTIFIED COPY

POWER OF ATTORNEY

AAIC 4.5.d

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Warren M. Alter; David T. Satine; and Jonathan A. Bursevich

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: Michael Kerner
Michael G. Kerner
President

Attest: Ignacio Rivera Sep 24, 2021 16:06 EDT
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

JILLIAN SANFILIPPO NOTARY PUBLIC NEW JERSEY

Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of June, 2022

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 22-BG-08 for Sunrise Park North-Southern Bulkhead Replacement.

This sworn statement is submitted by Poseidon Dredge & Marine Inc. whose business address is 101 N J Street Ste 1 Lake Worth Beach, Florida 33460 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4060576. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Karina Quiros any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(Signature) _____ Date: 06/03/2022

State of Florida County of Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Karina Quiros who, after first being sworn by me, affixed his/her signature in the space provided above on this 03 day of June, 2022.

_____
Notary Public

My Commission Expires: 04/10/2025

NATASHA MARTIN
MY COMMISSION # HH 115932
EXPIRES: April 10, 2025
Bonded Thru Notary Public Underwriters

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Poseidon Dredge & Marine Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 101 N J Street Ste 1

CITY AND STATE: Lake Worth Beach , Florida 33460

TELEPHONE: 561-296-4991

COMPLETION TIME: 180 Days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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.

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Karina Quiros, certify that I am the President of the corporation named as Principal in the within Bid Bond; that Karina Quiros who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 55

AFFIDAVITCOMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

6/3/2025

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Poseidon Dredge & Marine, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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E-Verify

Company ID Number: 1555658

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

Approved by:

Employer Poseidon Dredge & Marine, Inc	
Name (Please Type or Print) Karina Quiros	Title
Signature Electronically Signed	Date 06/15/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/15/2020

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Poseidon Dredge & Marine, Inc
Company Facility Address	319 Wickline Blvd Suite A LANTANA, FL 33462
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	464060576
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jennifer Dollar
Phone Number	(561) 296 - 4991
Fax Number	(561) 697 - 3238
Email Address	jennd@pdmarineinc.com

Name	Karina Quiros
Phone Number	(561) 296 - 4991
Fax Number	(561) 697 - 3238
Email Address	karinaq@pdmarineinc.com

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

E-Verify

Company ID Number: 1555658

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Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

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

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

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

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

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

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

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

Company Name: Poseidon Dredge & Marine Inc.

Authorized representative (printed): Karina Quiros

Authorized representative (signature):

Date: 06/03/2022

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 70

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Poseidon Dredge & Marine Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
101 N J Street Ste 1

Requester's name and address (optional)

City, state, and ZIP code
Lake Worth Beach , Florida 33460

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
46 4060576

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 06/03/2022

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

END OF SECTION

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON inc.
DREDGE & MARINE

CERTIFICATIONS & LICENSE

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

QUEVEDO, JAVIER

POSEIDON DREDGE & MARINE, INC
101 N J STREET
STE 1
LAKE WORTH BEACH FL 33460

LICENSE NUMBER: CGC1516366

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Detail by Entity Name

Florida Profit Corporation
POSEIDON DREDGE & MARINE, INC

Filing Information

Document Number	P13000089955
FEI/EIN Number	N/A
Date Filed	11/04/2013
State	FL
Status	ACTIVE

Principal Address

101 N J Street
Suite 1
Lake Worth Beach, FL 33460

Changed: 04/05/2022

Mailing Address

101 N J Street
Suie 1
SUITE A
Lake Worth Beach, FL 33460

Changed: 04/05/2022

Registered Agent Name & Address

QUIROS, KARINA
101 N J Street
Suite 1
Lake Worth Beach, FL 33460

Address Changed: 04/05/2022

Officer/Director Detail

Name & Address

Title DIR

QUIROS, KARINA
101 N J Street
SUITE 1
Lake Worth Beach, FL 33460

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Title President

Quiros, Karina
101 N J Street
Suite 1
Lake Worth Beach, FL 33460

Title Secretary

Quiros, Karina
101 N J Street
Suite 1
Lake Worth Beach, FL 33460

Annual Reports

Report Year	Filed Date
2020	02/24/2020
2021	02/08/2021
2022	04/05/2022

Document Images

04/05/2022 -- ANNUAL REPORT	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
02/24/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
02/27/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
11/04/2013 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

State of Florida

Woman & Minority Business Certification

Poseidon Dredge & Marine, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/04/2021 to 01/04/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 18, 2021

POSEIDON DREDGE & MARINE, INC
319 WICKLINE BLVD
LANTANA, FLORIDA 33462

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
Dredging, Fender systems, Retaining Walls, Rip Rap, Seawalls, Steel Sheet Piles.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Florida Fish and Wildlife Conservation Commission

Commissioners
Robert A. Spottswood
Chairman
Key West

Michael W. Sole
Vice Chairman
Tequesta

Rodney Barreto
Coral Gables

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the
Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

850-487-3796
850-921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

October 26, 2021

Javier Quevedo
POSEIDON DREDGE & MARINE, INC
319 WICKLINE BLVD
LANTANA, FL 33462

RE: CONFIRMATION OF CONTRACTOR'S PREQUALIFICATION

Dear Mr. Quevedo:

In accordance with Chapter 120 Laws of Florida, pursuant to Section 255.29, Florida Statutes, and in accordance with the Department of Management Services Rules and Regulations 60D-5, you are advised that your firm is prequalified for bidding with the Florida Fish and Wildlife Conservation Commission as a **Certified General Contractor**.

Your request for prequalification was approved on October 12, 2021 at 1:44PM and will be effective 120 hours later. **Your prequalification with the Commission will be active until August 31, 2022**.

This prequalification does not remove the need to comply with other specialized qualification requirements of the contract documents. Please resubmit your prequalification package, prior to the above expiration date, with your new and/or renewed license(s).

If you have any concerns or questions about prequalification with the Commission, please contact FWCPrequalification@myfwc.com.

Thank you,

Alyssa DeLong

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

U.S. Small Business Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

4/26/2021

Ms. Karina Quiros
POSEIDON DREDGE & MARINE, INC.
319 WICKLINE BLVD
LANTANA, FL 33462

Dear Karina Quiros:

Congratulations! Your firm has been certified as an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR). This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining EDWOSB certification are available at 13 CFR 127.400 and at beta.Certify.sba.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: https://www.sba.gov/wosbready

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

- SBA's 7(j) Program: EDWOSB firms may also be eligible for 7(j) management and technical assistance by contacting their local SBA district office please visit: https://www.sba.gov/tools/local-assistance.

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at https://beta.certify.sba.gov/help/ or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,

Thomas J. McGrath

Thomas McGrath
Deputy Director
Office of Government Contracting

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SBA

All SBA programs and services are extended to the public on a nondiscriminatory basis.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

PALM BEACH COUNTY OEBO OFFICE OF EQUAL BUSINESS OPPORTUNITY
SMALL BUSINESS IS BIG BUSINESS

Palm Beach County
Board of County
Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

12/14/2020

Karina Quiros, President
Poseidon Dredge & Marine, Inc.
319 Wickline Blvd., Ste A
Lantana FL 33462-3184

Dear Ms. Quiros:

The Palm Beach County Office of Equal Business Opportunity (OEBO) has completed its review of your application and documents and is pleased to announce that your firm has been recertified for:

95935 - Construction Services, General (Marine)
96834 - Dredging Services

as a Small/Minority Business Enterprise (S/MBE) for three (3) years, expiring January 25, 2024. You will not receive Small/Minority Business Enterprise (S/MBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified S/M/WBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 6166840.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OEBO. Your company name and vendor code must be the same in both Purchasing and OEBO. Failure to maintain your firm in accordance with S/M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of Poseidon Dredge & Marine, Inc. with vendor code VS0000007137.

Sincerely,

Deirdre Kyle
SBD Specialist III

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 8, 2021

REGISTERED VENDOR NO.: 121697

Ms. Karina Quiros, President
Poseidon Dredge & Marine, Inc.
319 Wickline Blvd, Suite A
Lantana, FL 33462

CERTIFICATION EFFECTIVE DATE:
April 08, 2021

CERTIFICATION EXPIRATION DATE:
April 08, 2024

Dear Ms. Quiros:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Marine Construction and Dredging Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JLF

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89

Poseidon Dredge & Marine, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

MARINE CONSTRUCTION AND RELATED SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR

The certification is valid from March 21, 2021 to March 21, 2023

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Poseidon Dredge & Marine, Inc.

Vendor # **VS0000007137**

is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

January 26, 2021 to January 25, 2024

The following services and/or products are covered under this certification:

Construction Services, General (Marine); Dredging Services

Allen Gray, Manager
12/16/2020

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2022

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

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

PRODUCER	CONTACT NAME: Crystal Pounders
Kelly White & Associates Insurance, LLC	PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):
1622 Hickman Road	E-MAIL ADDRESS: crystal@kwhiteinsurance.com
Jacksonville FL 32216	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A : Travelers Property Casualty Company of America 25674
Poseidon Dredge & Marine, Inc.	INSURER B :
319 Wickline Blvd Ste A	INSURER C : Travelers Property Casualty Company of America 25674
	INSURER D : Manufacturers Alliance Insurance Co 36897
Lantana FL 33462-3184	INSURER E : Travelers Property Casualty Company of America 25674
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** POSE22022113403524 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Marine Contractor's Legal X Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ZOL-61N49606-22-ND	02/18/2022	02/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG P&I Inc Jones Act	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ZOB-31N49871-22-ND	02/18/2022	02/18/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1377969Y	02/18/2022	02/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Includes USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented & Leased Equipment			ZOL-61N49606-22-ND	02/18/2022	02/18/2023		350,000

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

CERTIFICATE HOLDER

For Bid Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2022

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

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PRODUCER State Farm ANTHONY GARCIA INSURANCE3 1035 S. STATE RD. 7, SUITE 311 WELLINGTON, FL 334141	CONTACT NAME: PHONE (A/C, No, Ext): 561-793-9822 FAX (A/C, No): 561-793-9881 E-MAIL ADDRESS:
INSURED POSEIDON DREDGE & MARINE INC. 319 WICKLINE BLVD STE A LANTANA , FL 33462-3184	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			D68 8332-C18-59 E10 3629-F15-59 D31 6131-F22-59 E67 2359-B24-59	03/18/2022 06/15/2021 06/22/2021 02/24/2022	03/18/2023 06/15/2022 06/22/2022 02/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	ENOL			K01 5933-D22-59	10/22/2021	10/22/2022		$1MM SINGLE LIMITS

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

elvira lopez

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Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2022

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PRODUCER State Farm ANTHONY GARCIA INSURANCE3 1035 S. STATE RD. 7, SUITE 311 WELLINGTON, FL 334141	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 561-793-9822 **FAX (A/C, No):** 561-793-9881 **E-MAIL ADDRESS:**
INSURED POSEIDON DREDGE & MARINE INC. 319 WICKLINE BLVD STE A LANTANA , FL 33462-3184	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			D31 6128-F22-59A G55 2344-B07-59 G77 3035-B16-59	06/22/2021 02/07/2022 02/16/2022	06/22/2022 02/07/2023 02/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE

elvira lopez

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Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

CURRENT CONTRACTS

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Name of Project: Inshore Annual Construction (Federalized)
Name of Client: Palm Beach County Environmental Resources Management
Project Start Date: 08/17/2021
Project End Date: TBD
Contract Amount: $3,224,233.85

Name of Project: Ocean Inlet Marina
Name of Client: Palm Beach County Capital Improvement Division
Project Start Date: 11/01/2021
Project End Date: TBD
Contract Amount: $2,960,582.00

Name of Project: Virginia Key Boat Launch and Trailer Parking
Name of Client: City of Miami
Project Start Date: 09/24/2022
Project End Date: TBD
Contract Amount: $977,573.80

Name of Project: Channel 1 Concrete Panel Replacement West of 66th St
Name of Client: Pinellas Park Water Management District
Project Start Date: 05/09/2022
Project End Date: TBD
Contract Amount: $6,339,552.60

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

EQUIPMENT

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Poseidon Dredge & Marine Inc. (PDM) has an office located on 101 N J Street Ste 1, Lake Worth Beach, Florida. From this office the Project Manager and support staff will coordinate the project with the field crew. PDM also has an equipment yard and service shop located on 730 North 4th Street, Lantana, Florida.
PDM has a marine loading facility located on the Okeechobee Waterway in Stuart Florida. At this facility barges and tugboats are berthed. Materials and Equipment can be safely loaded onto barges at this facility. This facility is located at 3415 SW. 96th Street, Stuart, Florida.

Poseidon Equipment List :

- 2019 Inland Marine 2514/600 HP Tugboat , Owned, Florida
- 2019 Progressive 25'/500 HP Tug-boat, Owned, Florida
- (4) 30'100'8' Spud Barges, Owned, Florida
- (1) 32'x110'x12' Spud Barge, Owned, Florida
- (1) Liebherr R954B EW Hydraulic Excavator
- (2) Hitachi 450 60' Ling Reach Excavator, Owned, Florida
- (1) Caterpillar 336 60" Long Reach Excavator, Owned , Florida
- (1) Caterpillar 336 Long Boom Excavator, Owned, Florida
- (4) America 5299 60 Toon, Crawler Cranes, Owned, Florida
- (1) Manitowoc 11000-1 110 Ton, Crawler Crane, Owned, Florida
- (1) Link belt UC-108 60 Ton Crane, Owned, Florida
- (1) Caterpillar 940 Wheel Loader, Owned, Florida
- (1) John Deere644 Wheel Loader, Owned, Florida
- (4) Kubota Mini Excavators, Owned Florida
- (2) Kubota Skid Steers, Owned Florida
- (12) Heavy Duty Crew Truck, Owned, Florida
- (1) Equipment Service Truck, Owned, Florida

POSEIDON Inc.
DREDGE & MARINE

LIST OF PREVIOUS EXPERIENCE

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: August Drive Sheet Wall Replacement, Jacksonville Florida

Replace the abutment steel sheet pile walls, approach slabs and bulkhead caps and to install a new cathodic protection system.

Name of Client: Jacksonville Port Authority
Location: Jacksonville, Fl
Project End Date: 12/21
Contract Amount: $1,410,425.00
Engineering Firm: Jose Vazquez
Jackport Engineering Services
28312 Talleyard Ave
Jacksonville, Fl 32206
904-357-3055
Jose.Vazquez@jaxport.com

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Riverfront Park Seawall Replacement , Daytona Beach Florida

Install new block seawall with 2 observation decks. Removal of approximately 1,366 LF of coquina block seawall and replace with same LF of composite seawall within 18' water-ward of the existing block seawall. Removal of three 500 sq.ft. timber overlooks and timber piles. Install same timber overlooks with concrete piles.

Name of Client: City of Daytona
Location: Daytona Beach, Fl
Project End Date: 09/21
Contract Amount: $3,400,000.00
Engineering Firm: Jim Nelson
City of Daytona Beach
301 S Ridgeway Ave
Daytona Beach, Florida 32114
386-671-8613
Nelsonjames@codb.us

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Loxahatchee River Road, Jupiter Florida :

Emergency repair project to the north and south approached to the existing bridge. 425LF of steel sheet pile with reinformed concrete cap installed in front of an existing gravity wall that was failing. Removed and reinstalled an active 12" water main that runs adjacent and through the bridge structures. Sidewalk, curbing, and road replaced.

Name of Client: Palm Beach County
Location: Jupiter, Florida
Project End Date: 11/2020
Contract Amount: $1,083,912.39
Engineering Firm: Zachary King
Palm Beach County
2300 N Jog Rd 3rd Floor
West Palm Beach, Florida 33411
561-684-4180
Zking@pbcgov.org

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Isles of Palm, Ft. Lauderdale Fl :

The work performed under this contract consisted of furnishing of all tools , equipment, materials, supplies, manufactured articles, transportation, and services, including fuel, power, water, and essential communications for the performance of all labor work and/or other operations required to install 922LF of steel sheet pile seawall with concrete cap; stormwater drainage systems included milling than repaving adjusted asphalt road; and demolition of an existing 9225 LF of coquina rock gravity wall and footer.

Name of Client: City of Ft. Lauderdale
Location: Ft. Lauderdale Fl
Project End Date: 11/20
Contract Amount: $1,952,766.00
Engineering Firm: Francisco Rios
101 N.E 3rd Ave
Fort. Lauderdale , Fl 33301
954-828-5807
Frios@fortlauderdale.gov

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

PROJECTS

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON INC.
DREDGE & MARINE

Project Name and Location: August Drive Sheet Wall Replacement, Jacksonville Florida

Replace the abutment steel sheet pile walls, approach slabs and bulkhead caps and to install a new cathodic protection system.

Name of Client: Jacksonville Port Authority
Location: Jacksonville, Fl
Project End Date: 12/21
Contract Amount: $1,410,425.00
Engineering Firm: Jose Vazquez
Jackport Engineering Services
28312 Talleyard Ave
Jacksonville, Fl 32206
904-357-3055
Jose.Vazquez@jaxport.com

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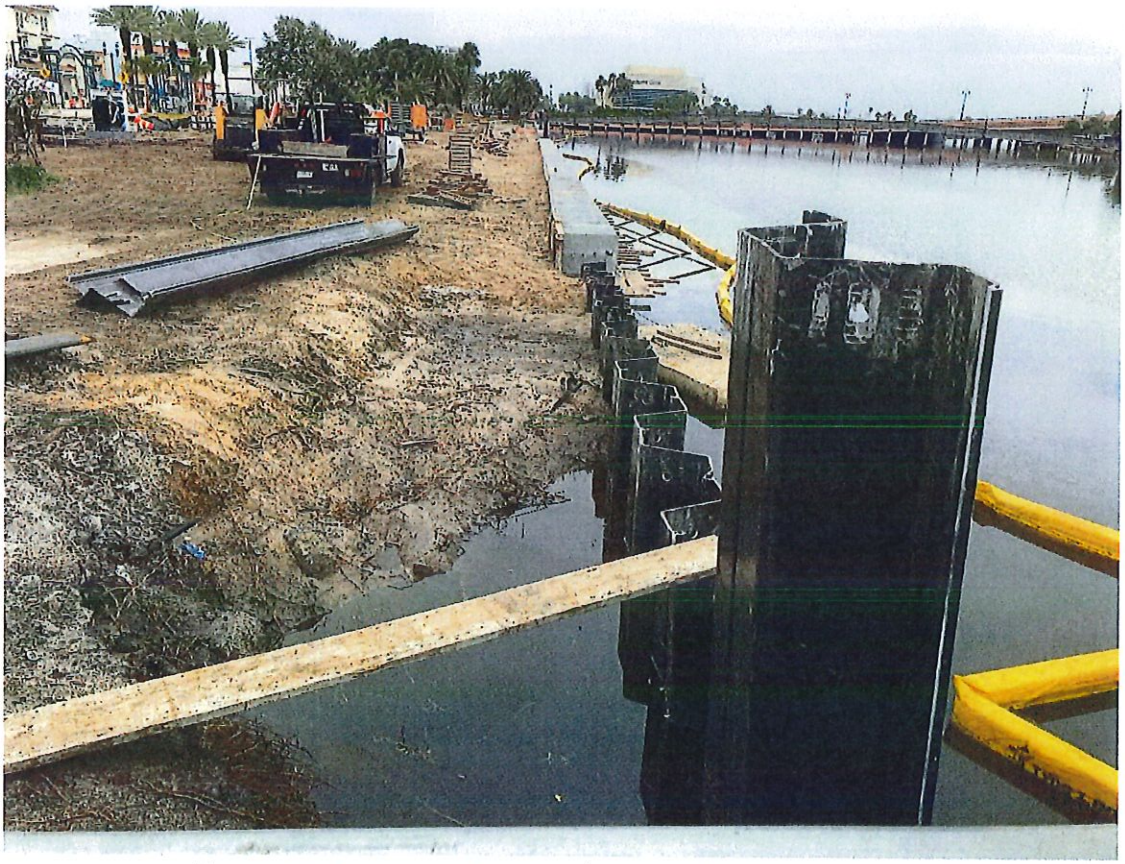
POSEIDON Inc
DREDGE & MARINE

Project Name and Location: Riverfront Park Seawall Replacement , Daytona Beach Florida

Install new block seawall with 2 observation decks. Removal of approximately 1,366 LF of coquina block seawall and replace with same LF of composite seawall within 18' water-ward of the existing block seawall. Removal of three 500 sq.ft. timber overlooks and timber piles. Install same timber overlooks with concrete piles.

Name of Client: City of Daytona
Location: Daytona Beach, Fl
Project End Date: 09/21
Contract Amount: $3,400,000.00
Engineering Firm: Jim Nelson
City of Daytona Beach
301 S Ridgeway Ave
Daytona Beach, Florida 32114
386-671-8613
Nelsonjames@codb.us



Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Loxahatchee River Road, Jupiter Florida :

Emergency repair project to the north and south approached to the existing bridge. 425LF of steel sheet pile with reinformed concrete cap installed in front of an existing gravity wall that was failing. Removed and reinstalled an active 12" water main that runs adjacent and through the bridge structures. Sidewalk, curbing, and road replaced.

Name of Client: Palm Beach County
Location: Jupiter, Florida
Project End Date: 11/2020
Contract Amount: $1,083,912.39
Engineering Firm: Zachary King
Palm Beach County
2300 N Jog Rd 3rd Floor
West Palm Beach, Florida 33411
561-684-4180
Zking@pbcgov.org

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POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Isles of Palm, Ft. Lauderdale Fl :

The work performed under this contract consisted of furnishing of all tools , equipment, materials, supplies, manufactured articles, transportation, and services, including fuel, power, water, and essential communications for the performance of all labor work and/or other operations required to install 922LF of steel sheet pile seawall with concrete cap; stormwater drainage systems included milling than repaving adjusted asphalt road; and demolition of an existing 9225 LF of coquina rock gravity wall and footer.

Name of Client: City of Ft. Lauderdale
Location: Ft. Lauderdale Fl
Project End Date: 11/20
Contract Amount: $1,952,766.00
Engineering Firm: Francisco Rios
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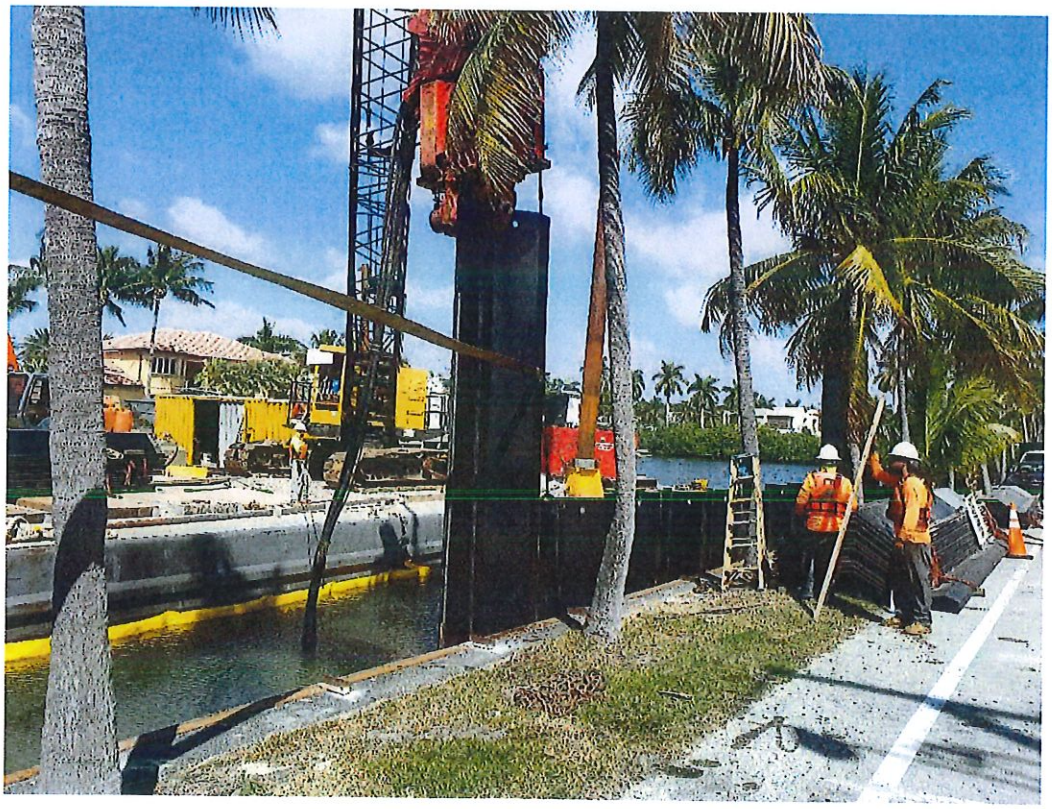
Fort. Lauderdale , Fl 33301
954-828-5807
Frios@fortlauderdale.gov



Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

SIMILAR WORK EXPERIENCE

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: August Drive Sheet Wall Replacement, Jacksonville Florida

Replace the abutment steel sheet pile walls, approach slabs and bulkhead caps and to install a new cathodic protection system.

Name of Client: Jacksonville Port Authority
Location: Jacksonville, Fl
Project End Date: 12/21
Contract Amount: $1,410,425.00
Engineering Firm: Jose Vazquez
Jackport Engineering Services
28312 Talleyard Ave
Jacksonville, Fl 32206
904-357-3055
Jose.Vazquez@jaxport.com

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Riverfront Park Seawall Replacement , Daytona Beach Florida

Install new block seawall with 2 observation decks. Removal of approximately 1,366 LF of coquina block seawall and replace with same LF of composite seawall within 18' water-ward of the existing block seawall. Removal of three 500 sq.ft. timber overlooks and timber piles. Install same timber overlooks with concrete piles.

Name of Client: City of Daytona
Location: Daytona Beach, Fl
Project End Date: 09/21
Contract Amount: $3,400,000.00
Engineering Firm: Jim Nelson
City of Daytona Beach
301 S Ridgeway Ave
Daytona Beach, Florida 32114
386-671-8613
Nelsonjames@codb.us

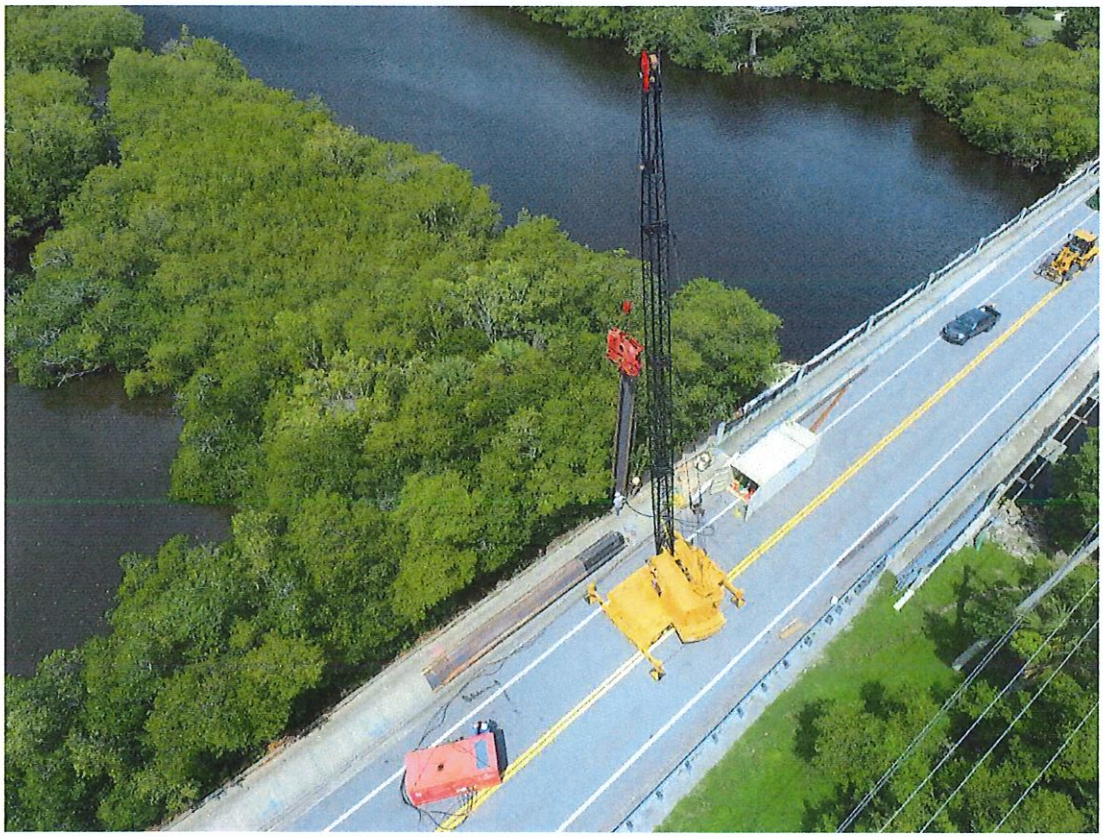
Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Loxahatchee River Road, Jupiter Florida :

Emergency repair project to the north and south approached to the existing bridge. 425LF of steel sheet pile with reinformed concrete cap installed in front of an existing gravity wall that was failing. Removed and reinstalled an active 12" water main that runs adjacent and through the bridge structures. Sidewalk, curbing, and road replaced.

Name of Client: Palm Beach County
Location: Jupiter, Florida
Project End Date: 11/2020
Contract Amount: $1,083,912.39
Engineering Firm: Zachary King
Palm Beach County
2300 N Jog Rd 3rd Floor
West Palm Beach, Florida 33411
561-684-4180
Zking@pbcgov.org



Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Project Name and Location: Isles of Palm, Ft. Lauderdale Fl :

The work performed under this contract consisted of furnishing of all tools , equipment, materials, supplies, manufactured articles, transportation, and services, including fuel, power, water, and essential communications for the performance of all labor work and/or other operations required to install 922LF of steel sheet pile seawall with concrete cap; stormwater drainage systems included milling than repaving adjusted asphalt road; and demolition of an existing 9225 LF of coquina rock gravity wall and footer.

Name of Client: City of Ft. Lauderdale
Location: Ft. Lauderdale Fl
Project End Date: 11/20
Contract Amount: $1,952,766.00
Engineering Firm: Francisco Rios
101 N.E 3rd Ave
Fort. Lauderdale , Fl 33301
954-828-5807
Frios@fortlauderdale.gov

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

RESUMES

Sunrise Park North-
Southern Bulk-Head Replacement
Bid No: 22-BG-08

101 N J Street Ste 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

KARINA M. QUIROS

101 N J St, Ste. 1• Lake Worth Beach, Florida 33460
karinaq@pdmarineinc.com
561-296-4991

PROFESSIONAL EXPERIENCE

Poseidon Dredge & Marine, Inc., Lantana, FL 2013-Present
President

- Oversee daily operation of the business
- Oversee data reporting requirements for staff and business
- Manage budgets, payable and receivables from reports from the controller
- Prepares and approves all marketing and advertising materials
- Reviews all final estimates and bids for submittal based on blueprints and designs provided by engineer
- Compiles project start dates and maintains job progress for completion dates by directing the project management team
- Meet with other leaders of the company to ensure successful operations and develop long, mid and short-term goals
- Ensure goals are met based on established strategic plans
- Obtains building and specialty permits from state and local agencies
- Performs job site visits to review employees and job site safety
- Directs work at job sites
- Hires and terminates employees
- Purchases all major equipment

Families First of Palm Beach County, FL 2009-2013
Program Supervisor

- Supervise a team of 5 Early Intervention Specialist
- Oversee data reporting requirements for staff and ensure that data is submitted accurately and on time
- Team Compliance
- Teach, coach, direct, supervise and evaluate direct service staff
- Manage all aspects of program services
- Maintain quality deliverance of services
- Provided Infant Mental Health Services focused on parent-child attachment
- Provided pre and post-natal education
- Provided with advocacy and community linkages
- Puerto Rican Family Institute, New York, NY 2006-2009

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

- Senior Team Leader
- Provided clinical and administrative supervision for a team of blended case managers
- Monitored team productivity and documentation compliance
- Developed multiple weekly/monthly reports to ensure optimal level of services
- Interfaced with agency staff to optimize client services
- Interviewed and hired perspective case managers
- Performed staff evaluations
- Provided administrative supervision to clerical staff
- Assisted case resolution with Incident Review Committee
- On call to emergencies concerning case managers and clients
- Marketed community awareness
- Liaison between IT department and staff of 80 employees
- Participated in pilot program with Columbia University and the Center for Urban
- Community Services to develop different measures to secure permanent housing for homeless population

EDUCATION

NEW YORK UNIVERSITY, New York, NY — Graduated 2006
Master's Degree in Social Work

UNIVERSITY OF FLORIDA, Gainesville, FL — Graduated 2004
Bachelor of Arts Degree in Criminology
Minor: Sociology

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Peter D Kolb

Vice President of Operations

Experience

Total: 30 years

With Poseidon: 2 years

Education

- B.A. University of Long Island 1994
- Internal Fire Fighter, Heavy Rescue- NY State Fire Academy, Yaphank, NY.
- Rescue Diver- Kings Point Maritime Academy, NY.

Credentials

- Construction Quality Management/ Army Corps of Engineers
- State of Florida Qualified Stormwater Management Inspector
- Erosion and sediment Control Responsible Land disturber/Commonwealth of Virginia/ #29111
- OSHA 10 hr Safety /#36-003277948
- Heart saver First Aid CPR AED
- Jacobs Technology Safety Trained
- NASA Safety Trained
- US Navy Shipyard Trained
- OSHA 30 hr. safety and Health#17-600596737
- 40 hr. Hazwoper Trained- # CI-009
- Certified Rigger I
- Certified Rigger II
- Certified Signal Person
- Trench Safety Certified

Professional & Community Affiliations

- Marine Industries Association
- Florida Marine Contractors Association
- Florida Marine Contractors Association
- International Propeller Club- Port Miami
- Member- American Concrete Institute

Mr Mr. Kolb has over 25 years of project management experience and estimating in the commercial construction industry. Prior to working in construction management Mr. Kolb worked in the Field hands on with various trades. Those trades include but are not limited to Masonry, Concrete, Steel, Carpentry, Electrical, & Mechanical. This field experience provides Mr. Kolb with vast knowledge of different trades enabling him to drive complex projects efficiently and safely. Mr. Kolb was project manager on DOD projects for 15 years at Langley/NASA in Hampton Virginia. Mr. Kolb has also worked as a project manager and estimator for Crofton Industries providing Diving, Crane, and Marine Construction Services for U.S. Military Sea Lift Command, U.S Navy, U.S Marine Corp, U.S. Army and Industrial Complexes located in Virginia.

Work Experience:

Honeywell Pier Rehabilitation – Chesterfield, VA
Project included concrete replacement of concrete beams, concrete caps, concrete deck sections, timber fender replacement, and Dive operations to repair support piles.
Project Executive - $ 4.5 Mil

Fort Norfolk Bulkhead and Shoreline Repair – Norfolk, VA
Project consisted of excavating the existing tie back system for the existing bulkhead. New PZ-27 sheet pile was installed for 126 linear feet. New steel wale and cap tied in to the existing tie back system. The second phase of the project involved installing 990 tons of class I rip rap with a topping of oyster shells and spat on oyster shells, the oyster shells and spat on shells create a future oyster reef for the Army Corps of Engineers.
Project Manager - $600K

Elizabeth River Trail Phase III – Norfolk, VA
The project consisted of constructing a serpentine pedestrian and bicycle bridge that traversed across a swamp and creek approximately 280 linear feet in length. The bridge was a timber bridge resting on timber piles and caps constructed to VDOT standards and specifications.
Project Manager - $364K

USCG Miami Beach Bulkhead Replacement Project Phase I
Mr. Kolb was brought in as project manager to construct a new Bulkhead at USCG Miami Beach while remaining fully operational. The work included Installation of a sheet pile wall, design build soil anchor system, concrete cap placement, reinforcing steel, lighting package, hanging fender system.
Project Manager – $1.5 Mil

USCG Miami Beach Bulkhead Replacement Project Phase II
Phase II of the new Bulkhead at USCG Miami Beach while remaining fully operational. The work included Installation of a sheet pile wall, design build soil anchor system, concrete cap placement, reinforcing steel, lighting package, hanging fender system.
Project Manager - $3.2 Mil

Bentley Bay Marina – Miami Beach
Mr. Kolb was the project manager for this project. The work included installing 2 each marina piers. Constructed with concrete piles, concrete beams, FRP grating, Fire system, Plumbing, electrical, with custom access gangways and platforms
Project Manager - $1.28 Mi

POSEIDON Inc
DREDGE & MARINE

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

JAVIER QUEVEDO

License # CGC 1516366

101 N J Street, Ste 1, Lake Worth Beach · E-mail: javierq@pdmarineinc.com · (561) 296-4991

PROFILE

Twenty-three years of experience in the construction and development industry. Verifiable track record for the successful completion of multi-million-dollar projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining costs. Versed in contract negotiations, project estimating, impending design problems, document preparation, building code and regulations, material purchasing and site management.

WORK EXPERIENCE

2013- Present — ***Poseidon Dredge & Marine, Inc***

Heavy civil and marine construction company working throughout Florida specializing in commercial and residential marine structures; piers, wharfs, bulkheads, rock revetments and dredging.

- Director of Field Operations
- Oversee daily field operations
- Pile – driving – wood, steel concrete pile installation by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Sheet pile installation – steel, concrete and vinyl sheets by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Rock revetments – installation of 1–5-ton 3rock by way of friction crane and excavatorfrom land and barge.
- Dredging – removal and hauling of aggregate material by way of friction crane and excavator from land and barge.

2004 – 2013 — ***Eastern Coastal Development, LLC***

Marine contractor specializing in the permitting and construction of marinas and marine structures; piers, wharfs, bulkheads, rock revetments and dredging.

- Managing Member
- Oversee daily operations of 12+ employees and all subcontractors
- Business development and marketing

2002 – 2013 — ***Palm Beach Marine Construction, Inc.***

Marine contractor specializing in the permitting and construction of marinas and marine structures; piers, wharfs, bulkheads, rock revetments and dredging.

Responsibilities:

- Founder, President and CEO
- Oversee daily operations of 40+ employees and all subcontractors
- Business development and marketing

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

2000 – 2002 ***Rodberg Construction & Development, Inc.***
General contractor specializing in the construction of multi-unit residential apartment buildings and restaurants.
Responsibilities:

- Purchasing Agent/Controller
- Performed accounts payable functions for construction expenses
- Managed vendor accounts, generating weekly on demand checks
- Managed budgets, forecasting, payroll, accounts payable and receivable
- Coordinated monthly payroll functions for 100+ employees
- Liaised with bankers, insurers, solicitors, and investors regarding financial transactions

1995 – 2000 ***Vogell Marine Construction, Inc.***
Marine contractor specializing in the permitting and construction of marinas, dredging and marine structures i.e., docks, seawalls, rock revetments, etc.
Responsibilities:

- Construction foreman – oversaw daily operations of on-site job construction from start to finish.
- Permitting liaison – insuring environmental and structural compliance with local, state,and federal agencies.
- Pile – driving – wood, steel concrete pile installation by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Sheet pile installation – steel, concrete and vinyl sheets by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Rock revetments – installation of 1–5-ton rock by way of friction crane and excavatorfrom land and barge.
- Dredging – removal and hauling of aggregate material by way of friction crane and excavator from land and barge.
- Commercial diving – bridge and seawall inspections, construction of underwater marine structures, underwater welding and use of miscellaneous hydraulic hand tools.

CERTIFICATIONS

- OSHA 10 and 30
- Environmental Specialist
- Fall Protection Supervisor
- Confined Space Supervisor
- Shipyard Competent Person
- Excavation and Trenching Competent Person
- Cranes and Derricks competent Person
- Material Handling (Floating Barge Mounted and Crawler Cranes to 220 ton)

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

JAVIER QUEVEDO
Page Three

EDUCATION

1995-1997	Palm Beach Community College, General Studies
1997-1999	Florida Atlantic University, Associates of Arts, Finance and Business Management

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

POSEIDON INC
DREDGE & MARINE

Hector Garcia

Project Manager

TOTAL YEARS OF EXPERIENCE: 20

Professional in construction sciences with more than 20 years working in Cuba, Mexico, Dominican Republic, and USA. Involved in management, technical support and development of new constructions projects

CAPACITY:

Project Manager, QA/QC Manager, Superintendent, Project Planning, Microsoft project, estimating, costs, Data analysis, Mechanical Constructions, Heavy Construction, Excavation, Concrete, Marine Construction, Piping network.

EDUCATION :

Bachelor of Hydraulic Engineer in Civil Engineering , (CUJAE) CUBA, 1997

CERTIFICATIONS:

-Master of hydraulic Engineering, Irrigation Engineering. Center for Study and Experimentation of - Public Works - Madrid, ES 2001
-OSHA—30 HR
-Q.S.M. INSPECTOR
-PROCORE

As an experience Project Manager, Hector is involved at the every level of the construction process. He manages labor, equipment , vendors, and subcontractor forces to maintain projects on-time and on-budget as well as the coordination between client representatives and engineers.

Current Professional Assignments:

St. Stephen Christian retreat center seawall, Titusville, FL.
Contract Value: $1,500,000.00

August drive abutment replacement, JAXPORT, Jacksonville, FL.
Contract Value: $2,322,707.28

Harvard Ave seawall at Bayshore drain, Bradenton, Manatee County, FL.
Contract Value: $826,568.23

Harbor Rd, seawall replacement, Jupiter, WPB County, FL.
Contract Value: $349,462.80

Construction Project Manager/Estimator in Residential Construction.
ECHEVARRIA INDUSTRIES INC. West New York, NJ

-Successfully managed of $9 million in 7 story condominium high rise 35 apts., whit 2 parking levels, car and passenger elevators, pool, and wood deck on the roof
-Successfully managed of $12 million in 6 story condominium 51 apt. and retail spaces, whit 2 parking levels, car and passenger elevators, green roof, solar panel, and storm water management.

Hydraulic Department Manager/Superintendent.
IRRIMON MEXICO SA - QUERETARO, Mexico

-Managed whit strategy to inspire and influence others to meet business objectives, responsible for all hydraulic services designs, construction supervisor, coordination meeting whit clients and sub-contractors, review and approving the shop drawings, as built drawings, budgets and technical contracts documents.
- Successfully manage until completion of Project 001, Stage II, Aguascalientes, Mexico, under a contract for more than 25 million dollars (Contract 31002003-008-06, Modernization program of irrigation zone)
-Installation of 3000 meters of 1500-mm and 1800-mm GRP pipes underwater
installation of 900 meters of 1200-mm HDPE pipes
-Aerial installation of 1260 meters of 1600-mm and 1500-mm GRP pipes inside a tunnel
-In charge of environmental impact reduction program
-Installation of screen filters stations with flow capacity of 4.00 cubic meter per second
-Installation of electromechanical equipment for regulation and control of flow capacity of 4.00 cubic meter per second
-Earthworks of more than 90,000 cubic meter of rock and construction of complementary civil works to house equipment and protect piping.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Joseph Tennant

Port Orange, FL 32128

(207) 290-2591

Work Experience

SUPERINTENDENT

POSEIDON DREDGE & MARINE, INC. Palm Beach County, FL 2019 – Present

- Oversee daily project operations
- Coordinate daily activities according to schedule
- Plan work activities as per schedule and the look ahead
- Comply with and enforce the safety standards established with the work safety plan
- Enforce contractual scope of work
- Coordinate daily suppliers and subcontractors for daily production
- Supervise onsite personnel and subcontractors
- Interface with project inspectors, architects, engineers, city and county officials, and clients

FOREMAN

MOHAWK NORTHEAST, INC - Plantsville, CT 2006 to 2019

- Direct crews in all aspects of day-to-day set up and work performance
- Oversee daily safety meetings/safety huddles
- Coordinate tugboat/barge movements
- Ensure job related materials are obtained and delivered to work site
- Assist in a rolling two-week jobsite schedule
- Act as job site Superintendent in his absence

DECK FOREMAN

BARTLETT MARINE CONSTRUCTION - New London, CT 1989 to 2006

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Duties not limited to but included: Welding, burning, and all areas of steel work; sand blasting, painting, fitting, pipe work, restoration of boats and barges, full operation of tug boating/barge moving, crane operations (pile hook work, clamshell, drag line, dredging, critical lifts). Dock work, which included, pile driving, pier/dock construction, and installation of steel sheeting.

Education

WHEELER HIGH SCHOOL - North Stonington, CT 1988

SKILLS

- Pile Driving: I have extensive experience in the supervision of driving steel and wood pile for piers and dolphins.
- Specialty
- Falsework/Formwork: Conduct the installation oversight of many different applications.
- Demolition: Assist and supervise in all areas of demolition from saw/line cutting of deck, to pulling caps, and jetting and pulling pile. HEAVY HIGHWAY/HEAVY MARINE PROJECT LISTING MOHAWK NORTHEAST INC.
- General Dynamics/Electric Boat Facilities: Multiple maintenance projects throughout the facility
- Orient Point/Cross Sound Ferry: Removed/replaced numerous mooring dolphins and maintenance of dolphins, dock, and steel bulkheads. (Jetted out pile, cut wire cable wrapping and hardware; located new pile placement for ferry alignment, and installation)
- Fishers Island Marina: Complete removal and replacement of bulkhead and ferry mooring dolphin
- Army Corps of Engineers: Rehab of jetties and breakwaters (New Haven Harbor, CT, Bridgeport Harbor, CT, Hampton Bay Harbor, NH, and Nantucket Harbor, MA
- Marine Salvage: Various locations in Connecticut and Rhode Island
- AMTRAK: Abutment and wing wall support, Waterford, CT; Dredging and Foundation support, Old Lyme, CT
- Island Beach Landing: New installation of 200' long wood pier and concrete approach including separate slips and setting of mooring field
- Heavy Highway: Gold Star Memorial Bridge, Putman Bridge, Wauregan Bridge, Cornwall Historical Covered Bridge. Duties performed but not limited to: Demo/repair,

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

welding/burning, installation of shear studs, formwork and concrete placement/finishing, crane work/rigging

- Fabrication Shop: All forms of steel work, including layout, fitting, welding, drilling, tapping, operation of bevel/shear/brake machines, and millport machines. All work completed in accordance with DOT regulation Quality Control
- Tug Boat Operations: Delivery and set up of barges and equipment while performing as barge coordinator/first mate

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Hiram Santiago

800 Hartsdale Ave SW
Palm Bay, FL
hirams@pdmarineinc.com
(561) 296-4991

PROFILE

Twenty plus years' experience in the Heavy Civil Marine Construction industry. Verifiable track record for the Safe and Successful completion of multi-million-dollar projects. Capable of managing several crews and projects simultaneously.

WORK EXPERIENCE

Poseidon Dredge & Marine, Inc
November 2014- Present
Heavy civil and marine construction company working throughout Florida specializing in governmental, and commercial civil marine projects.

Project Superintendent

- Oversee daily field operations.
- Dredging – removal and hauling of aggregate material by way of mechanical and hydraulic means.
- Pile driving; wood, steel concrete pile installation by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Sheet pile installation – steel, concrete, and vinyl sheets by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Rock revetments – installation of armor stone by way of friction crane and excavator from land and barge.
- Manage and assign jobs to crew.

Carey Marine Foundation, Inc
June 2007-November 2014
Carey Marine is Heavy Civil Marine company offering a wide variety of near water and underwater marine construction services.

Project Superintendent

- Oversee daily field operations.
- Dredging – removal and hauling of aggregate material by way of mechanical and hydraulic means.
- Pile driving; wood, steel concrete pile installation by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Sheet pile installation – steel, concrete, and vinyl sheets by way of diesel and mechanical hammer, vibratory and water jet process from land and barge.
- Rock revetments – installation of armor stone by way of friction crane and excavator from land and barge.
- Commercial diving – bridge and seawall inspections, construction of underwater marine.

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Palm Beach Marine Construction, Inc
February 2003- June 2007
Foreman/Operator

- Excavator operator for residential & commercial dredging from barge.
- Operated barge, crane and push-boat for pile driving.
- Installed seawalls, piers, piles, rip rap revetments.

CERTIFICATIONS

- OSHA 10 and 30
- Certified NCCO Rigger Level II
- Environmental Specialist
- Fall Protection Supervisor
- Confined Space Supervisor
- Shipyard Competent Person
- Excavation and Trenching Competent Person Certification
- Cranes and Derricks competent Person
- Material Handling (Floating Barge Mounted Crawler Cranes & Excavators)

EDUCATION:

1992-1996- Lake Worth High School, FL - High School Diploma

Attachment: Exhibit D - Poseidon Dredge and Marine Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID NO. 22-BG-08

(To be completed in Duplicate)

Bidder's Name: S.E. Cline Construction, Inc

Submitted: June 7, 2022

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Seven Hundred Twenty-nine Thousand, One Hundred Thirty-two Dollars and Eighty-nine Cents
(In Words)

Dollars $ 729,132.89 (In Figures)

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **180 days** and final completion within **30 days** of substantial completion**.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 6 Dated: 5/31/22 Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Pile Reports (5 Total) 5/17/22
Revised Schedule of Unit Prices 5/17/22

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of 5% of Bid Dollars (_____),

made payable to City of Holly Hill (Owner).

S.E. Cline Construction, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Eric Rush, Vice President
(Title of Officer)

S.E. Cline Construction, Inc.
Name of Bidder

18 Utility Drive
Address

Palm Coast, FL 32137
City/State/Zip

(386) 446-6444
Telephone

CGC061947
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Scott Sowers - President 1093 CR 13 Bunnell, FL 32110
Cyriacus Alcindor - Sr. Vice President 14 Kasbah Place, Palm Coast, FL 32164
Eric Rush - Vice President PO Box 43 Bunnell, FL 32110
Jackson Sampselle - Corp. Secretary 28 Barkwood Lane Palm Coast, FL 32137

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT

BID# 22-BG-08

BID SCHEDULE
Sunrise Park - Southern Bulkhead Replacement
24-Mar-22
Page One

S.E. Cline Construction, Inc
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	240.0	LF	$1,192.44	$286,185.60
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	30.0	EA	$5,385.70	$161,571.00
3	24"x33" Min. Concrete Cap - Materials and Labor	240.0	LF	$ 356.25	$ 85,500.00
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$1,528.61	$ 3,057.22
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	250.0	CY	$ 41.45	$ 10,362.50
6	Timber Handrail System - Materials and Labor	240.0	LF	$ 186.10	$ 44,664.00
Total - Composite Sheetpile Bulkhead & Timber Railing					$591,340.32

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Other Costs					
7	Contractor Mobilization/Demobilization	1.0	LS	$34,844.38	$ 34,844.38
8	Demolition of Existing Structures	1.0	LS	$18,901.20	$ 18,901.20
9	Site Restoration (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$54,469.88	$ 54,469.88
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$21,000.00	$ 21,000.00
11	Environmental Control Measures	1.0	LS	$ 3,637.35	$ 3,637.35
12	Survey Layout and Asbuilts	1.0	LS	$ 4,939.76	$ 4,939.76
Total – Other Costs					$137,792.57

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 591,340.32
Other Costs	$ 137,792.57

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Total	$ 729,132.89
Total Base Bid	$ 729,132.89

Total Base Bid in Writing: Seven Hundred Twenty-nine Thousand, One Hundred Thirty-two Dollars and Eighty-nine Cents

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
2a	Concrete Pile Length Increase - Materials and Labor	$135.00	LF
2b	Concrete Pile Length Decrease - Materials and Labor	$ 0.00	LF

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

Submitted by: Eric Rush, Vice President
Contractor: S.E. Cline Construction, Inc.
Address: 18 Utility Drive, Palm Coast, FL 32137
Telephone: (386) 446-6444 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Scott Sowers License No: CGC061947

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. S.E. Cline Construction, Inc.

B. Permanent main office address. 18 Utility Drive, Palm Coast, FL 32137

C. When organized. March 18, 1996

D. If a corporation, where incorporated. State of Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 26+ Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached

G. General character of work performed by your company. Sitework / Utilities / Marine Constructior

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached reference list

K. List your major equipment See attached owned equipment list.

L. Experience in construction work similar in type to this project. See attached reference list

M. Background and experience of the principal members of your organization, including the officers. See attached resumes

N. Credit available: $_____

O. Give bank reference: Intracoastal Bank

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 7th day of June, 2022.

S.E. Cline Construction, Inc.
Name of Bidder

By: Eric Rush, V.P.
Title

State of Florida

County of Flagler

Eric Rush being duly sworn deposes and says

that he is the Vice President of S.E. Cline Construction, Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of June, 2022.

Luanne Waters
Notary Public

Luanne Waters
Notary Public (Print or Type) My commission expires: July 10, 2022

NOTARY PUBLIC STATE OF FLORIDA
LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

S.E. Cline Construction, Inc. Contracts on Hand

JOB #	NAME	CONTRACT SUM	AMOUNT INVOICED	ESTIMATED COMPLETION	% BILLED	LEFT TO BILL ON CONTRACT
1010	SEASIDE EARTHWORK & COQUINA REV	$ 64,965.75	$ 20,681.00	June 2022	31.83%	$ 44,284.75
1012	SOUTHERN WELLFIELD EXPANSION	$ 1,433,309.97	$ 623,146.28	July 2022	43.48%	$ 810,163.69
1027	HAMMOCK DUNES TOLL FACILITY IMPROVEMENT	$ 1,011,630.34	$ 782,425.30	June 2022	77.34%	$ 229,205.04
1036	CITATION PARKWAY IMPROVEMENTS	$ 2,193,856.00	$ 2,130,930.30	June 2022	97.13%	$ 62,925.70
1052	COPC E SECTION CANAL	$ 1,548,300.92	$ 913,890.61	June 2022	59.03%	$ 634,410.31
1055	HEISE SEAWALL	$ 381,899.52	$ 361,778.69	June 2022	94.73%	$ 20,120.83
1062	FPL SUBSTATION SITEWORK	$ 1,116,826.19	$ 624,933.20	September 2022	55.96%	$ 491,892.99
1070	ORTONA & OSCEOLA ELEMENTARY	$ 1,668,513.41	$ 937,608.16	August 2022	56.19%	$ 730,905.25
1071	FLAGLER MEMORIAL GARDENS	$ 719,942.38	$ 171,198.73	June 2022	23.78%	$ 548,743.65
1073	STORAGE CENTRAL	$ 790,682.00	$ 334,464.14	July 2022	42.30%	$ 456,217.86
1075	FLAGLER HEALTH PLUS	$ 944,648.31	$ 909,585.95	June 2022	96.29%	$ 35,062.36
1078	FLAGLER BEACH WATER SYSTEM IMPROV	$ 370,042.39	$ 51,678.12	August 2022	13.97%	$ 318,364.27
1084	FLAGLER CENTRAL COMMERCE PARK	$ 102,078.00	$ 14,845.27	September 2022	14.54%	$ 87,232.73
1087	OCEAN PALM	$ 89,050.00		June 2022	0.00%	$ 89,050.00
1089	THE BLAKE AT SAINT JOHNS	$ 1,898,984.71	$ 94,256.21	November 2023	4.96%	$ 1,804,728.50
1093	FLAGLER COUNTY AIRPORT T-HANGERS W/TAXI LANES	$ 6,086,012.10		July 2023	0.00%	$ 6,086,012.10
1094	UNITED METHODIST CHURCH	$ 945,345.00		January 2023	0.00%	$ 945,345.00
	TOTAL	**$ 21,366,086.99**	**$ 7,971,421.96**			**$ 13,394,665.03**

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead

S E CLINE CONSTRUCTION EQUIP LIST

EQUIPMENT#	DESCRIPTION	YEAR
ATV-1	Honda Pioneer Side by Side	2016
BR-1	Lay-Mor Sweeper Ride On Windrow 3 wheel	1965
CR-3	American Crawler Crane 23 ton 399	1965
CR-4	American Crawler Crane 50 ton 5299	1964
CR-5	American Crawler Crane 30 ton 597	
CS-3	CAT CS 533 E Compactor	
CS-4	CAT CS 423E Compactor	2007
CS-5	CAT CS 533 E Compactor	2006
DZ-5	2004 CAT D-5 Dozer	2004
DZ-6	2011 CAT D-6 Dozer (NEW)	2011
DZ-7	2013 CAT D5K	2013
DZ-8	2019 CAT D6 Dozer (New)	2019
DZ-9	CAT D5K Dozer	2016
ED-4	2006 John Deere 250D Articulated Truck	2007
ED-5	2006 John Deere 250D Articulated Truck	2007
ED-6	1998 Komatsu CD60R Track Truck	1998
ED-7	2016 CAT 725C Articulated Truck	2016
FL-2	1997 KD Manitou Forklift	1997
FL-3	1998 Telehandler	1998
MC-2	12' x 28' Leads Barge w/ Spuds "Celena"	
MC-5	1957 16' x 40' Self Powered Spud Barge "Paul B	1957
MC-6	1963 18' Fiberglass Pushboat "Diane" w/225 HP	1963
MC-8	Sectional Barge-1 4 Sectionals	
MC-14	19" Aluminum Boat w/ 90HP Honda	1989
MC-15	12' Jon Boat - Crestliner	2013
MC-16	27' Fiberglass Boat - Yamaha (Scott)	2020
MC-17	28' Fiberglass Boat - Tidewater (Al)	2021
MC-18	(3) 40 x 10 x 5 Sectional Barge	2021
MG-3	2011 12M Motor Grader	2011
MG-4	2018 685C Leeboy	2018
P-12	6" TMSN J Hand Prime Jet - Diesel Pump	95
RTH-2	John Deere 410E Loader Backhoe +3500hrs	2000
RTH-3	2002 CAT 420D Loader Backhoe	2002
SS-3	2005 ASV RC100 Skid Steer (MARINE)	2005
SS-8	CAT 289D Skid Steer	2020
SS-9	CAT 289D Skid Steer	2020
SS-10	CAT 297D2 Skid Steer	2016
SS-11	CAT 299D3 Compact Track Loader	2021
TR-5	2006 Challenger MT 665B Tractor	2007
TH-3	1998 CAT 320 BL New Motor 3/11 13723	1998
TH-7	2003 CAT 315	2003
TH-10	2003 CAT 325 CL	2003
TH-11	2001 Kobelco Long Reach Hyd. 60' SK-250	2001
TH-12	2005 CAT 320 CL	2005
TH-15	2007 CAT 330 DL	2007
TH-16	Komatsu PC50UU - 2 Mini Excavator	
TH-17	2009 CAT 320 DLRR	2009
TH-18	330 CL 3/8/11 2156	2006
TH-19	CAT 308 Trackhoe	2015
TH-20	CAT 330F Hydraulic Excavator	2016
TH-21	2018 CAT 305E Hydraulic Excavator	2018
TH-22	2016 307E2 Hydraulic Excavator	2016
TH-23	2012 CAT 329EL Hydraulic Exc. Long Reach	2012
TH-24	2015 329FL Hydraulic Excavator	2015
TH-25	2018 CAT 330FL	2018
TH-26	2001 CAT 307C Hydraulic Exc.- conv to long reach 12/20	2001
TH-27	2022 CAT 305E2CR Hydraulic Excavator	2022
TH-28	2020 CAT 325FLT Hydraulic Exc	2020
WL-1	1995 CAT 950 Loader	1995
WL-2	1998 CAT 924 Loader	1998
WL-9	2004 CAT 928 Loader	2004
WL-10	2005 CAT 950II Loader	2005
WL-12	2006 CAT 928Gz Loader	2006
WL-13	2007 CAT 950H Loader	2007
WL-14	2015 CAT 938	2015
WL-15	2018 CAT 926M Wheel Loader	2018
WL-16	2019 CAT 926M Loader	2019
WR-1	2000 Beast Grinder	2000
WR-2	2001 Erin Fingerscreen M165 +5000	2001
WR-3	2002 Erin Star Screener 200A	2002
WR-5	SS-4 w/Mower	
WR-6	287 Skid Steer w/ Broom	
WR-7	Lay-Mor Sweeper Ride	2010
WR-8	Lay-Mor Sweeper Ride	2013
WT-2	Off Road Drop in Tanker	
WT-3	Off Road Water Truck	1991

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

1093 CR 13, BUNNELL, FLORIDA 32110
PHONE 386-446-6444 • FAX 386-446-6481 • E-MAIL SSOWERS@CLINECONSTRUCTION.NET

SCOTT SOWERS

EDUCATION

UNIVERSITY OF FLORIDA – Bachelor of Science in Building Construction

DAYTONA BEACH COMMUNITY COLLEGE – Associate of Arts in Business

PROFESSIONAL EXPERIENCE

2011- Current S.E. CLINE CONSTRUCTION, INC. Palm Coast, Florida
President

1999 - 2011 S.E. CLINE CONSTRUCTION, INC. Palm Coast, Florida
Vice President

1996 - 1998 S.E. CLINE CONSTRUCTION, INC. Palm Coast, Florida
Construction Manager

1994 - 1996 ITT COMMUNITY DEV. CORP. Palm Coast, Florida
Assistant Construction Manager

My career began with ITT Community Construction through an internship in the summer of 1994. Work included hands-on civil construction, along with estimating and field take-offs. After graduating from college, I returned to ITT for a permanent position as an Assistant Construction Manager.

In 1996 ITT dissolved the construction division and one of their Vice Presidents, Sam Cline, started his own construction company. I started with Cline Construction in 1996 as construction manager and was promoted to Vice President in 1999.

In 2011 I took over as President of the company which now has 50 employees and averages 10-12 million dollars in work per year.

AFFILIATIONS/ RECOGNITIONS

Certified General Contractor
OSHA Certification (30 Hours)
Flagler County Chamber of Commerce 2013 Chairman of The Board
Flagler County Chamber of Commerce Executive Board 2014-2017
Florida Hospital Flagler Operating Board of Directors 2017-current
Flagler County Home Builders Association Board of Directors.
Member of National Utility Contractors Association (NUCA)
Bunnell Chamber of Commerce Board Member and Past Chairman
Crestcom Bullet Proof Manager Training.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CLINE
CGC061978

Cyriacus Alcindor

S.E. CLINE CONSTRUCTION, INC.

SR. VICE PRESIDENT

EDUCATION

AA Business Administration, Daytona Beach Community College, April 1991
BA Business Administration, University of Central Florida, Orlando, FL April 1996

MILITARY

Honorable discharge, U.S. Army Reserves April 1992
Honorable discharge, U.S. Army March 1998

PROFESSIONAL EXPERIENCE

S.E. Cline Construction, Inc. 2002-Present
Sr. Vice President
Office Manager
CFO
HR Manager

ECKERDS

Training & Development Manager, Tallahassee, FL 1999-2001

Responsible for designing and delivering training programs to employees located in retail establishments including technicians, pharmacists, managers and other associates. Demonstrated ability to customize training material; created and delivered a program specifically geared to a unique audience.

Operations Manager, Daytona Beach 1997-1999

Responsible for the store's overall operations and performance to include projections of sales, profits and budgeting forecasts. Supervised a team of 35 employees.

MeDonaids

Operations Manager, Daytona Beach, FL 1988-1997

Responsible for all aspects of store operation including budgeting, ordering, hiring, administration of benefits and daily operations.

U.S. Army

Unit Supply Specialist, Fort Ord, CA 1986-1988

Managed property accountability, conducted periodic inventory, and scheduled replenishment of all unit supplies. Prepared and submitted reports on my findings.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Eric D. Rush

S.E. CLINE CONSTRUCTION, INC.

VICE PRESIDENT / SR. ESTIMATOR

As the Vice President / Sr. Estimator for S.E. Cline Construction Eric Rush brings with him over twenty years of construction experience. Eric began his career immediately after graduating high school, working at S.E. Cline Construction as a general laborer / operator. Eric then traveled with Union Local #382 installing natural gas line in Tennessee and Colorado. Eric found his way back to Florida where he continued to work and gain construction experience. Eric continued working in Underground Utilities in supervisory positions and returned to Cline Construction in 2015 as an Underground Utilities Superintendent. With extensive field experience, Eric then moved into estimating for Cline in 2018 and earned the position of Vice President in 2020. As Vice President, Eric serves Cline thoroughly and well, relying on his inestimably valuable history in the industry.

Experience

2015 - Present **S.E. Cline Construction, Inc.** **Palm Coast, FL**

- 2015-2018 Underground Utilities Superintendent
- 2018-2020 Estimator
- 2020-Present Vice President / Sr. Estimator

2008-2015 **Hazen Construction, Inc.** **New Smyrna Beach, FL**

- Underground Utility Foreman / Operator

2003-2007 **R.A. Scott** **Daytona Beach, FL**

- Underground Utility Foreman / Operator

2001-2002 **Sheehan Construction, Inc.** **Oklahoma**

- Natural Gas Pipeline: Operator of Engineer Local 382, Little Rock, AR

1999 - 2001, 2002 **S.E. Cline Construction, Inc.** **Palm Coast, FL**

- General Laborer / Operator - Operated: Bobcat, Vibratory Roller, and Skid Steer

Education

1999 High School Diploma – FPC High School, Palm Coast, FL

Completed Projects

- Grand Landings Subdivision
- MDP Subdivision
- Island Walk Shopping Center
- St. Augustine Shipyard
- Airport Commons
- Daytona WWTP Expansion
- Shoppes of Palm Coast
- WAWA – Palm Coast
- Flagler Gun Club
- COPC R-Section PEP Main
- COPC Seminole Woods Potable Water Main Extension

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CLINE
CGC 061970

Jackson Sampselle

S.E. Cline Construction, Inc.

PROJECT MANAGER / CORPORATE SECRETARY

Experience 2004 - Present S.E. Cline Construction, Inc. Palm Coast, FL

Project Manager / Estimator

- Manage multiple earthwork, pipe and road work crews
- Bid projects $10,000 - $7,000,000.00
- Negotiate and execute contracts with clients and general contractors
- Execute subcontract agreements and oversee subcontracted work
- Negotiate and price change orders with clients and general contractors
- Build and update progress schedules

2003-2004 Prince Contracting Co., Inc., Palmetto, FL

Project Engineer

- Managed multiple pipe, survey and dirt crews
- Negotiated subcontracts
- Managed work activities of subcontractors
- Progress schedules, cost tracking, budget revisions

1999-2003 Prince Contracting Co., Inc., Palmetto, FL

Office Engineer

- Prepared survey computations and stakeouts, material takeoffs, shop submittals, material ordering

Education

1989-1994 University of North Florida, Jacksonville, FL

- B.A. Communications
- Minor – Political Science

Licenses

- Underground Utilities: CUC1224762

Recently Completed Projects

- Palatka Historic District Gravity Sewer Improvement
- Creekside Subdivision @ Grand Haven
- Seaview Subdivision
- Ocean Ridge Subdivision
- Grand Landings Subdivision 3A, 3B, and 3C
- Ponte Vedra Low Pressure Sewer
- Seminole Woods Blvd. Reclaimed Water
- Matanzas Woods Reclaimed Water Main Phase II
- Northwest Wastewater Treatment Plant
- CR2209 Raw Water Line Extension

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CLINE
CGC 061947

Daniel Smick

S.E. CLINE CONSTRUCTION, INC.

DIRECTOR MARINE OPERATIONS / PROJECT MANAGER

Experience

2015-Present — S. E. Cline Construction, Inc, Palm Coast, FL

Project Manager of Marine Operations performing dredging, piling, marina demo and reconstruction, minor bridge construction, sheet piling, articulated block mat shoreline armoring, water control structure rehabilitation, living shorelines.

2014-2015 — EQ Industrial Services (Bought Allstate Powervac)

Sewer Technician / Operator

2011-2014 — Allstate Powervac (Bought Pipevision)

Sewer Technician / Operator

2010-2011 — Pipevision

Sewer Technician / Operator

- Efficient operator of all aspects of equipment having to do with CIPP Installation
- Steam / Air Installation 6"-54" CIPP, Water Installation 8"-60"
- Preform preventative maintenance
- Solution finder for maintaining production demands

2009-2010 — Power Line Supply

Driver

- Deliver utility poles (35' – 100') to Com Ed site locations in the Chicago land area
- Efficient in the operation of Pettibone and tractor mounted knuckle boom crane
- Perform daily maintenance and vehicle inspections.

2006-2009 — Stripe-A-Lot of America II

Crew Leader

- Coordinate customer scheduling
- Assign workload and tasks to crew members
- Layout parking lot and road templates, for striping, from blueprints
- Equipment setup
- Equipment securing

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Electrical	Cain's Electric	1) S.E. Cline Const., Inc. 2) Anixter Electrical Supply 3) Coleman Goodemote Const.
Pile Monitoring & Testing	ECS Florida, LLC	1) S.E. Cline Const., Inc. 2) Volusia County Schools 3) Daytona State College
Concrete	J&D Copsey	1) S.E. Cline Const., Inc. 2) Environmental Land Services 3) Four C's Construction
Survey	Upham, Inc.	1) S.E. Cline Construction, Inc. 2) Aldi Florida, LLC 3) Lowe's Home Centers, Inc.

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	See Attached: S.E. Cline Construction - Similar Scope Reference List				
2					
3					

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

S.E. Cline Construction Similar Scope (Marine Scope) 2016-2022

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount
Heise Seawall	***#1055***	City Construction, Inc.	February-21	Active	$ 381,899.52
Installation of New 535' Vinyl Seawall w/ Concrete Cap		3700 Airport Rd., Ste 302			
		Boca Raton, FL 33431			
		Dwight De Oliveira (561) 990-8301			
		Dwight@cityconstruction.com			
Sunrise Park Northern Bulkhead	***#1077***	City of Holly Hill	October-21	March-22	$ 610,433.07
Installation of new composite bulkhead with concrete cap and batter boards		1065 Ridgewood Ave.			
		Holly Hill, FL 32117			
		Steve Juengst (386) 248-9463			
		Sjuengst@hollyhillfl.org			
Marina Del Palma Floating Docks	***#1058***	Sunbelt Palm Coast Marina, LLC	August-21	December-21	$ 338,879.30
Installation of owner purchased floating dock systems		PO Box 353460			
		Palm Coast, FL 32135			
		Mike Underwood (386) 846-2481			
		Mike@mlunderwoodconstruction.com			
A1A S 16th & 12th Coquina Revetment	***#979***	Louis Berger Services	June-21	July-21	$ 615,578.25
Installation of Couina RipRap between S. 16th to S. 12th Streets, Flagler Beach		617 Commerical Drive			
		Holly Hill, FL 32117			
		Basil Saghorchi (321) 900-9730			
		Bsaghorchi@louisberger.com			
Retention Pond at FPC High School	***#1047***	City of Palm Coast	February-21	July-21	$ 106,468.95
Repairs to Pond Berm using Evercomp Sheetpile		160 Lake Ave.			
		Palm Coast, FL 32164			
		Carmello Morales, P.E. (386) 986-4758			
		Cmorales@palmcoastgov.com			
Highbridge Pier Replacement	***#979***	County of Volusia	January-19	February-21	$ 820,142.54
Demo of hurricane damaged fishing pier / redesign and install of new composite		123 W. Indiana Ave., 4th Floor Room 402			
fishing pier		Deland, FL 32720-4262			
		Charles Conway (386) 736-5967			
		Cconway@Volusia.org			
Marina Del Palma Precast Concrete Retaining Wall	***#993***	Sunbelt Palm Coast Marina, LLC	August-19	September-20	$ 1,282,548.30
Installation of New, Precast Concrete Retaining Wall		145 City Place, Ste. 300			
		Palm Coast, FL 32164			
		Mike Underwood (386) 846-2481			
		Mike@mlunderwoodconstruction.com			
Marina Del Palma Dredging	***#1025***	Sunbelt Palm Coast Marina, LLC	May-20	July-20	$ 131,850.00
		145 City Place, Ste. 300			
		Palm Coast, FL 32164			
		Mike Underwood (386) 846-2481			
		Mike@mlunderwoodconstruction.com			

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount
Sunrise Park	*#984*	City of Holly Hill	March-19	December-19	$ 1,162,914.00
Demolition of an existing parking lot and boat ramp		1065 Ridgewood Ave.			
and constructing an improved boat ramp, expanded parking lot		Holly Hill, FL 32117			
accessory docks, a floating kayak/canoe launch, stormwater system,		Steve Juenst (386) 248-9463			
mechanical dredging of an access channel, sidewalks and pavilions		Sjuengst@HollyHillFL.org			
Pond 2 Berm Repair	*#994*	Orange County Government	May-19	December-19	$ 867,172.82
Drive sheet piles parallel to the berm. Remove unsuitable material		400 E. South Street, 2nd Floor			
backfill structural fill, construct a lime rock road with guardrails.		Orlando, FL 32801			
		James Flynt, Jr., P.E. (407) 836-6605			
		James.Flynt@OCFL.net			
Florida Hospital - Orlando	*#931*	Florida Hospital	July-18	May-19	$ 766,294.87
Installation of new Vinyl Bulkhead with Concrete Cap		601 East Rollins Street			
Owner Direct Purchase		Orlando, FL 32803			
		James Hurst (407) 383-4561			
		James.Hurst@AdventHealth.com			
Wallace Burt Seawall	*#961*	Wallace & Ann Burt	Jul-18	Feb-19	$ 162,787.41
Installation of Vinyl Seawall w/ Concrete Cap		900 John Anderson Drive			
		Ormond Beach, FL 32176			
		Brad Russell (386) 316-0435			
Seaside Landings	*#4381*	Seaside Landings, LLC (Patten Co.)	Feb-18	Nov-18	$ 343,277.50
Installation of Common Area Dock to include design and permitting.		1100 5th Ave. South, Ste. 404			
		Naples, FL 34102			
		Rusty Simmons (239) 963-9783			
		Rsimmons@PattenCo.com			
Cedar Point Pedestrian Trail	*#937*	City of Jacksonville	Feb-18	Jul-18	$ 488,349.64
Construction of 236' pedestrian bridge over Cedar Point Creek		117 W. Duval St., Ste 375			
		Jacksonville, FL 32202			
		Daryl Weinstein (904) 255-8925			
		Dweinstein@COJ.net			
Palm Coast Community Center	*#943*	Ajax Building Corporation	Dec-17	Jan-18	$ 188,762.20
Truline Retaining Wall Installation		735 Primera Blvd., Suite 230			
Location: 305 Palm Coast Pkwy, NE, Palm Coast, Florida		Lake Mary, FL 32746			
		Michael Jenkins (850) 528-8964			
Sailpoint Bay	*#944*	Continental Property Services	Oct-17	Nov-17	$ 258,638.63
New Coquina Revetment and Repairs to Existing		444 Seabreeze Blvd. S-600			
		Daytona Beach, FL 32118			
		Russ Bryant (386)238-7400			

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount
Palm Coast Resort Dock	***#941***	Palm Coast Resort Comm.	Oct-17	Nov-17	$ 57,761.00
Demolish of existing dock / installation of new T-dock		C/O May Mgmt. Svcs. Inc.			
		1 Hammock Beach Pkwy., Suite 102			
		Palm Coast, FL 32137			
		Alice Randolph (386) 446-0085			
Rebuilt Hurricane Matthew Damaged Dock	***#4403***	Halifax Landing Owners Assoc. Inc.	Jun-17	Aug-17	$ 42,028.47
		2801 S. Ridgewood Ave.			
		South Daytona, FL 32119			
		Annemarie Quinones (386) 788-5375			
Pine Lakes Pkwy. - Temp Sheet Pile Coffer Dam	***# 922***	4C's Trucking & Excavation, Inc.	Apr-17	Aug-17	$ 53,821.00
		P. O. Box 2682			
		Bunnell, FL 32110			
		Mike Brennan (386) 986-4721			
Marineland Marina Phase II		Marineland	Aug-16	Feb-17	$ 432,391.84
Design Build fixed dock, installation of floating docks and electrical	***#4396***	9507 Oceanshore Blvd.			
facilities. 4,400 CY Dredging		St. Augustine, FL 32080			
		Chris Kelley (904) 315-9892			
Kingsley Lake Boat Ramp and Dock	***#4389***	Kingsley Ventures Dev., Co., LLC	Mar-16	Aug-16	$ 178,218.00
		1050 SE 6th Street			
		Butler, FL 32054			
Riverfront Park Kayak Launch	***#4386***	City of South Daytona	Mar-16	Apr-16	$ 42,820.00
Installation of concrete floating dock and kayak cradles		P.O. Box 214960			
		South Daytona, FL 32120			
		Greg Bartholomew (386) 322-3070			
Ramp Road Boat Ramp Installation	***#4385***	City of Cocoa Beach, Florida	Jan-16	Feb-16	$ 89,126.18
Installation of pre-cast boat ramp to include excavation		2 South Orlando Avenue			
		Cocoa Beach, FL 32932			
		Wayne Carragino (321) 868-3215			
Lift Station Temporary Sheetpile	***#4384***	City of Palm Coast	Nov-15	Dec-15	$ 60,300.00
Installation and Removal of Temporary Sheetpile for PBM Constructors, Inc.		160 Cypress Point Parkway, St B-106			
		Palm Coast, FL 32164			
		Mike Brennan (386) 986-4721			

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **S.E. Cline Construction, Inc.** as Principal and **Endurance Assurance Corporation** of the City of **PURCHASE, NY** State of **Delaware**, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the **City of Holly Hill** hereinafter called the Owner, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID** Dollars ($ **--5%--**) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK NOTH – SOUTHERN BULKHEAD REPLACEMENT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of June, 20 22, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ (Seal)

_____ (Seal)

_____ (Seal)
Individual or Partner

Witness

18 Utility Drive

PALM COAST, Florida 32135
Address

S.E. Cline Construction, Inc.
Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

4 MANHATTANVILLE ROAD
PURCHASE, NY 10577
Address

By _____

AFFIX
CORPORATE SEAL

Endurance Assurance Corporation
Corporate Surety

ATTEST:

see attached power of attorney

Laura D. Mosholder, Attorney-In-Fact &
Florida Resident Agent, Inquiries: 407-330-3990
Title

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SOMPO INTERNATIONAL
INSURANCE

10657

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Laura D. Mosholder, Edward M. Clark, Don Bramlage** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of June, 20 22.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 22-BG-08 for Sunrise Park North - Southern Bulkhead Replacement.

This sworn statement is submitted by S.E. Cline Construction, Inc. whose business address is 18 Utility Drive, Palm Coast, FL 32137 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3370544. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Eric Rush any my relationship to the entity named above is Vice President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_√_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

(Signature) _____ Date: June 7, 2022

State of Florida County of Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Eric Rush who, after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of June, 2022

Luanne Waters
Notary Public

My Commission Expires:

LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: S.E. Cline Construction, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Eric Rush, Vice President

ADDRESS: 18 Utility Drive

CITY AND STATE: Palm Coast, FL 32137

TELEPHONE: (386) 446-6444

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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.

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 55

AFFIDAVITCOMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-08

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

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

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

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

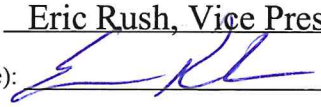
A provision that requires the contractor to comply with public records laws, specifically to:

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

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

Company Name: S.E. Cline Construction, Inc.

Authorized representative (printed): Eric Rush, Vice President

Authorized representative (signature): 

Date: June 7, 2022

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 48 70

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
S.E. Cline Construction, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
18 Utility Drive

Requester's name and address (optional)

City, state, and ZIP code
Palm Coast, FL 32137

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 : 3370544

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► [signature] Date ► 6/7/2022

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jackson Sampselle, certify that I am the Corporate Secretary of the corporation named as Principal in the within Bid Bond; that Eric Rush who signed the said Bid Bond on behalf of the Principal was then Vice President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

(1) Maximum Deductible - $5,000 each claim

(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

			Minimum Limits Required	
X	**General Liability**			
X	Commercial General Liability		$ 2,000,000	General Aggregate
X	Occurrence Form		$ 1,000,000	Product/Completed Operations Agg.
___	_____		$ 1,000,000	Personal & Advertising Injury
___	_____		$ 1,000,000	Each Occurrence
___	_____		$ 100,000	Fire Damage Pump Stations
X	**Automobile Liability**			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	**Worker's Compensation and Employer's Liability**		Statutory	
			$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	**Professional Liability - Errors & Omissions** (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate *
	Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	**Builder's Risk/Installation Floater** (*To be completed by Bidder)			
	* Flood included $_____ Limit		$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____ Limit			
	* Storage included $_____ Limit			
	City must be a named insured. Copy of policy will be required.			
___	**Other**			
	_____		$	
	_____		$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature A complete copy of this form with original signature must accompany bid.

_____

Eric Rush, Vice President
S.E. Cline Construction, Inc.

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

CLINE
CGC 061947

S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that S.E. Cline Construction, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of S.E. Cline Construction, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

Eric Rush, Vice President — Date: 6/7/2022

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of √ physical presence or ☐ online notarization this 7th day of June, 2022 by Eric Rush, Vice President of S.E. Cline Construction, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Luanne Waters
Notary Public

LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

Name typed, printed or stamped

My Commission Expires: 7/10/2022

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ADDENDUM NUMBER 6
ITB 22-BG-08
SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **ITB 22-BG-08** for the above request for **SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is the budget or the Engineer estimate of this project?

A1. The budget for this project is $700,000 including construction administration and inspections

Q2 Page 4 of the proposal asks to confirm receiving of the addenda. Are there any addenda rather than the list of pile reports of 5/17/2022?

A2 A revised bid schedule was posted in Vendor Link which will need to be used in place of the bid schedule located within the solicitation packet. Any additional questions received prior to 5:00pm this afternoon will be posted on Vendor Link as addenda.

Signature acknowledges receipt and understanding of this addendum.

Eric Rush, Vice President
Name/Title

June 7, 2022
Date

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SOWERS, SCOTT DALE

S E CLINE CONSTRUCTION INC
18 UTILITY DRIVE
PALM COAST FL 32137

LICENSE NUMBER: CGC061947

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead

CLINE
CGC 061947

S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

CORPORATE RESOLUTION

RESOLVED FIRST That the President Scott D. Sowers, Sr., Vice President/Treasurer Cyriacus Alcindor, Vice President Eric Rush be and they hereby are, authorized and empowered, for and on behalf of this Corporation (S. E. Cline Construction, Inc.) to sign for any Corporation accounts, legal documents, purchases and any other business transaction requiring authorized signatures.

I Jackson Sampselle, being the Corporate Secretary of S. E. Cline Construction, Inc. hereby certify that the annexed resolution was duly adopted at a meeting of the Board of Directors of said Corporation, duly held on the 28th day of May 2020 at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following is legally holding the office set opposite his or her name:

Scott Sowers, President

Cyriacus Alcindor, Senior Vice President/Treasurer

Eric Rush, Vice President

Jackson Sampselle, Secretary

I further certify that the said Corporation is duly organized and exiting and has the power to take the action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this 28th day of May, 2020

Jackson Sampselle Secretary

PHONE: 386-446-6444

FAX: 386-446-6481

info@clineconstruction.net

Attachment: Exhibit E - SE Cline Proposal (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Economic Development
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9449
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name:	Contact Name:	Title:
Canaveral Port Authority	Patrick Hammond	Project Manager
Contact Email/Fax:	Date:	Referring Company:
phammond@portcanaveral.com	June 8, 2022	**Rush Marine**

Reference Check Form

1. When did Rush Marine provide services and for what type of project

2018-Present (year) Continuing Contract and various ITB Contracts (project)

2. Was seawall (bulkhead) work a part of this project? ☑ Yes ☐ No

3. Did you experience any conflicts with this firm? ☐ Yes ☑ No

4. Did company perform satisfactorily and invoice in a timely manner? ☑ Yes ☐ No

5. Was company easy to contact and communicate with? ☑ Yes ☐ No

6. Were there any change orders requested for the project? ☐ Yes ☑ No

Comments:
Rush Marine has preformed under our waterside continuing contract on a variety of maintenance and repair projects, as well on major projects including the CT8/CT10 Waterside Modifications, CT5 Mooring Improvements, CT3 Berth, and NCB3 Rehab projects. Each project involved significant marine construction scopes. In particular the CT3 and NCB3 Rehab project include deep wall bulkhead construction of 1319' and 880' respectively.

7. Would you recommend this company ☑ Yes ☐ No

Additional Comments:

Rush Marine has been a great waterside contractor and partner for many years with CPA. Rush Marine's entire team, from executives to onsite crew members, are customer focused and strive to deliver the best quality projects. CPA has had no previous concerns or issues with Rush Marine. I would highly recommend Rush Marine for any project.

Printed Name: Patrick Hammond Signature: _____ Date: 06.08.2022

Title: Project Manager

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit F - Rush Marine Reference Checks (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name:	Contact Name:	Title:
Howard W. Pence Inc.	Rick Everts	
Contact Email/Fax:	Date:	Referring Company:
rickeverts@hwpence.com	June 8, 2022	**Rush Marine**

Reference Check Form

1. When did Rush Marine provide services and for what type of project

2020 & 2021 (year) Shoreline Stabilization Project (project)

2. Was seawall (bulkhead) work a part of this project? ☒ Yes ☐ No

3. Did you experience any conflicts with this firm? ☐ Yes ☒ No

4. Did company perform satisfactorily and invoice in a timely manner? ☒ Yes ☐ No

5. Was company easy to contact and communicate with? ☒ Yes ☐ No

6. Were there any change orders requested for the project? ☒ Yes ☐ No

Comments:

The Government requested additional work due to the Governments design issues.

7. Would you recommend this company ☒ Yes ☐ No

Additional Comments: _____

Printed Name: Rick Everts Signature: Rick Everts Date: 6/8/2022

Title: Project Manager

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit F - Rush Marine Reference Checks (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

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Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name:	Contact Name:	Title:
City of Cocoa	Gary Palmer	
Contact Email/Fax:	Date:	Referring Company:
gpalmer@cocoafl.org	June 8, 2022	**Rush Marine**

Reference Check Form

1. When did Rush Marine provide services and for what type of project

2020 - 2021 (year) Riverfront Promenade (project)

2. Was seawall (bulkhead) work a part of this project? ☑ Yes ☐ No SEAWALL

3. Did you experience any conflicts with this firm? ☐ Yes ☑ No

4. Did company perform satisfactorily and invoice in a timely manner? ☑ Yes ☐ No

5. Was company easy to contact and communicate with? ☑ Yes ☐ No

6. Were there any change orders requested for the project? ☑ Yes ☐ No OWNER DIRECTED

Comments:

VERY GOOD CUSTOMER SERVICE / ATTENTION TO DETAIL

7. Would you recommend this company ☑ Yes ☐ No

Additional Comments: WOULD USE RUSH MARINE AGAIN

Printed Name: Gary Palmer Signature: Gary Palmer Date: 6/8/2022

Title: Facilities / Capital Project MANAGER

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit F - Rush Marine Reference Checks (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

ITB 22-BG-08 Southern Bulkhead Replacement

06/16/2022 @ 10:00am

Individual Ranking Sheet

Company Name	Cost Proposal	Local Bidder Preference	Qualified	1 – highest rank
S.E. Cline Construction, Inc.	$729,132.89	No	Yes	2
Sabounji Construction	$1,213,120.00	No	Yes	4
Rush Marine	$677,060.30	No	Yes	1
Poseidon Dredge & Marine	$881,434.00	No	Yes	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator: Antoine Khoury — Antoine Khoury

Printed Name — Signature

ITB 22-BG-08 Southern Bulkhead Replacement

06/16/2022 @ 10:00am

Individual Ranking Sheet

Company Name	Cost Proposal	Local Bidder Preference	Qualified	1 – highest rank
S.E. Cline Construction, Inc.	$729,132.89	No	Yes	2
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- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator: Steven Juengst _____ Steven Juengst

Printed Name Signature

ITB 22-BG-08 Southern Bulkhead Replacement

06/16/2022 @ 10:00am

Individual Ranking Sheet

Company Name	Cost Proposal	Local Bidder Preference	Qualified	1 – highest rank
S.E. Cline Construction, Inc.	$729,132.89	No	yes	2
Sabounji Construction	$1,213,120.00	No	yes	4
Rush Marine	$677,060.30	No	yes	1
Poseidon Dredge & Marine	$881,434.00	No	yes	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

- No *member of my immediate family, including* my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not *sought* employment by *nor am I being considered* for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator: Shawn Hebert _____ _____

Printed Name Signature

SEA Diversified, Inc.
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
Phone: 561-243-4920
www.seadiversified.com

June 16, 2022

Mr. Steven Juengst
Facilities Supervisor
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117-2898

Sent via electronic mail on 06/16/22
sjuengst@hollyhill.org

(O) 386-9463

Re: Recommendation for Award of Construction Contract
Rush Marine, LLC
Sunrise Park – South Bulkhead Reconstruction
1135 Riverside Drive, Holly Hill
Sea Diversified P.N. 22-2978

Dear Mr. Juengst:

Pursuant to your request, Sea Diversified, Inc. (SDI) has reviewed the Bid Schedule and Qualifications Package of Rush Marine, LLC, apparent low bidder, and in our opinion they have the requisite experience and resources to meet the requirements of the south bulkhead replacement project. Their cost proposal to complete the project, specifically unit pricing for certain components of work, is slightly greater than expected based on cost to complete the north bulkhead, but we find that in present times there have been major cost increases associated with projects of this nature. In summary, based on our review of the Bid package submitted by Rush Marine, LLC, we recommend that the City proceed with the award of contract to this organization.

If you have any questions or require additional information, please do not hesitate to contact us directly. We look forward to working with Rush Marine, LLC and ultimately a successful project.

Sincerely,

William T. Sadler Jr., P.E., P.S.M.
President, Sea Diversified, Inc.

Attachment: Exhibit H - Engineer Recommendation (2022-R-47 : Sunrise Park North - Southern Bulkhead Replacement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 28, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services in the Amount of $17,871.00 for the Chlorine Canopy/Hoist Project; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-48**
APPLICANT:
PLANNER:

DISCUSSION:

Staff desires to replace the chlorine canopy/hoist at the Water Treatment Plant due to the age and condition of the current one.

Demolition of existing steel structure and corrugated asbestos cement sheet roof used for storing and handling chlorine gas at the Water Treatment Plant. Construction of new galvanized steel canopy structure with corrugated metal roof. The new overhead crane will include a motorized chain hoist and motorized trolley to assist in moving chlorine cylinders. Work also includes relocation of scale instrumentation, coatings repair on scale components, and replacement of electrical conduit for power supply to overhead crane and scale.

The scope of services from Mead and Hunt, Inc., includes the project management, construction services during construction, construction observation, project closeout, sub-consultants and reimbursables, contingency, scheduling and compensation.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Mead & Hunt on January 25, 2022 for three (3) years and two (2) one (1) year options for renewal.

$110,000.00 Funds for this project has been allocated in budget account 407-8110-580-6300 and project code 22WA01.

Mead & Hunt's scope of services and fee estimate for CEI services in the amount of $17,871.00 is entered under Exhibit A.

STAFF RECOMMENDATION:

Authorize the City Manager enter into an agreement with Mead and Hunt, Inc., to provide CEI services for the Chlorine Canopy/Hoist project.

COMMISSION GOALS:

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF $17,871.00 FOR THE CHLORINE CANOPY/HOIST PROJECT.

ATTACHMENTS:

- Exhibit A - Chlorine Canopy Replacement CEI Proposal (PDF)

Resolution No. 2022-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF $17,871.00 FOR THE CHLORINE CANOPY/HOIST PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF $17,871.00 FOR THE CHLORINE CANOPY/HOIST PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff desires to replace the chlorine canopy/hoist due to its condition and age; and

WHEREAS, Mead & Hunt has submitted a construction engineering scope of services and fee estimate in the amount of $17,871.00; and

WHEREAS, the City entered into a Professional Consultant Services Agreement with Mead and Hunt for CEI Continuing Services on January 25, 2022 for three (3) years with two (2) one (1) year options for renewal.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide construction engineering services for the chlorine canopy/hoist project in the amount of $17,871.00.

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

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

APPROVED AND AUTHENTICATED on this 28th day of JUNE, 2022.

Mead & Hunt

June 2, 2022

Antoine Khoury, P.E.
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: CITY OF HOLLY HILL
CHLORINE CANOPY REPLACEMENT CEI SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Antoine:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for construction, engineering, and inspection (CEI) for the above referenced project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Tonya Sonier, PE
Senior Engineer

Noah Adamoski
Project Manager

TS/NA

Attachment: Scope of Services and Fee Estimate

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

CITY OF HOLLY HILL
SCOPE OF SERVICES
FOR
CHLORINE CANOPY REPLACEMENT CEI SERVICES

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves limited construction, engineering and inspection (CEI) services for the Chlorine Canopy Replacement Project. This purpose of this scope of services is to provide the City with construction contract administration and limited inspections during the construction progress meetings, as detailed herein. It is assumed that the City's building department will be responsible performing construction inspections regularly and during key/milestone construction phases.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated four (4) month project construction.

Deliverables – Project Management

- Monthly Invoices

PHASE 2 – SERVICES DURING CONSTRUCTION

MEAD & HUNT will provide the following services during construction to the CITY:

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

Coordinate Construction Contract Execution

MEAD & HUNT will coordinate the execution of the construction contract between the CITY and the contractor, including reviewing insurance certificates for proper limits and coordinating the recording of the public construction bond(s) by the contractor.

Pre-Construction Meeting

MEAD & HUNT will prepare an agenda for and conduct a pre-construction meeting with the CITY and the contractor. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. MEAD & HUNT will distribute meeting summary to attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to three (3) monthly construction progress meetings upon contractor mobilization to monitor project progress and identify issues in a timely manner. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Shop Drawing Review

The contractor will prepare shop drawings of equipment and other components of the work as specified in the contract documents. These shop drawing submittals will be reviewed by MEAD & HUNT for compliance with the design concept and contract requirements. MEAD & HUNT estimates, 10 original submittals will be submitted for review. MEAD & HUNT cannot estimate how many rejections and resubmittals will be received from the Contractor for re-review. This fee included includes review of up to 10 submittals to determine the acceptability of materials and equipment (including

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

substitutes, if applicable) proposed by the Contractor. Additional shop drawing review may necessitate the use of contingency funds.

MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, MEAD & HUNT will provide a recommendation on the submittal to the CITY.

Deliverables – Shop Drawing Review

- Shop drawing review packages
- Shop drawing log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to five (5) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. MEAD & HUNT will also prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor. RFI replies will be in writing and will be done expeditiously.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to one (1) field order, work directive, Requests for Proposals (RFP's), and change order in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

Pay Applications

MEAD & HUNT will review up to three (3) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply limited construction observation/documentation which will occur immediately after the three (3) Construction Progress Meetings (as detailed in Phase 2). When on site, the inspector will observe and document the ongoing construction activities.

Deliverables – Construction Observation

- Reports of Work Activities

PHASE 4 – PROJECT CLOSEOUT

MEAD & HUNT will complete the construction project closeout with the completion/preparation of the following:

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs and document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Substantial and final punchlists to be provided electronically to CITY and Contractor.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items
- Final completion punchlist items

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

As-Built Drawings

MEAD & HUNT will provide one (1) review of contractor final as-builts and provide comments if needed, Upon receipt of final as-builts, MEAD & HUNT will distribute electronic files to the CITY. No Record Drawings are included in this scope of services.

Deliverables – As-Built Drawings

- As-Built Drawings

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc.

PHASE 6 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Record Drawings
- Permitting
- Bidding Assistance
- Geotechnical Engineering
- Special Studies
- Land Surveying
- Laboratory Services
- Value Engineering
- Investigations
- Funding Assistance
- Environmental
- Completed Project Assessment

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	*120 days*	*Receipt of notice to proceed*
Phase 2 – Services During Construction	*90 days*	*Client award to Contractor*
Phase 3 – Construction Observation	*60 days*	*Contractor NTP*
Phase 4 – Project Closeout	*30 days*	*Client approval of Contractor as-builts*

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is $17,871. The Contingency Funds authorized for use on this project may only be expended upon written approval from the CITY. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the CITY.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$1,771.21*	*Lump Sum*
Phase 2 – Services During Construction	*$9,369.98*	*Time & Expenses; Not to Exceed*
Phase 3 – Construction Observation	*$2,168.94*	*Lump Sum*
Phase 4 – Project Closeout	*$2,481.53*	*Lump Sum*
Subtotal	**$15,791.66**	
Phase 5 – Subconsultants/Reimbursables	*$500.00*	*Time & Expenses*
Phase 6 – Contingency at 10%	*$1,579.17*	*Time & Expenses*
TOTAL	**$17,871**	

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	David King, P.E.
Title:		Title:	Vice President, Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	June 2, 2022

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for Chlorine Canopy/Hoist Replacement)

Mead & Hunt

CITY OF HOLLY HILL
CHLORINE CANOPY REPLACEMENT CEI SERVICES
WWTP
ESTIMATED MANHOUR SCHEDULE
June 2, 2022

Phase	Description	Project Manager	Project Engineer	Senior Inspector (CEI)	Project Administrator (CEI)	Senior Designer (CADD)	Principal Engineer	Total Task ($)	Basis
	Hourly Rate	$ 242.98	$ 172.19	$ 93.13	$ 131.23	$ 155.82	$ 288.51	See Below	
1	**Project Management**								
	Project Coordination and Invoicing		8		3			$ 1,771.21	
	Subtotals	**0**	**8**	**0**	**3**	**0**	**0**	**$ 1,771.21**	**Lump Sum**
2	**Services During Construction**								
	Pre-Construction Meeting		1	1	4			$ 790.24	
	Progress Meetings (assume 3 meeting)		6	6	6			$ 2,379.30	
	Shop Drawing Review		4		8		3	$ 2,604.13	
	Requests for Information (RFI's)		5		4		2	$ 1,962.89	
	Field/Change Orders		2		2		1	$ 895.35	
	Pay Application Review and Approval		2		3			$ 738.07	
	Subtotals	**0**	**20**	**7**	**27**	**0**	**6**	**$ 9,369.98**	**T&M; Not to Exceed**
3	**Construction Observation**								
	Limited Inspection (after progress meetings)		6	6			2	$ 2,168.94	
	Subtotals	**0**	**6**	**6**	**0**	**0**	**2**	**$ 2,168.94**	**Lump Sum**
4	**Project Closeout**								
	Substantial Completion Walkthrough	1	1	1				$ 508.30	
	Final Completion Walkthrough		1					$ 172.19	
	Review Final as-builts	1	6		4			$ 1,801.04	
	Subtotals	**2**	**8**	**1**	**4**	**0**	**0**	**$ 2,481.53**	**Lump Sum**
	TOTAL ALL TASKS	**2**	**42**	**14**	**34**	**0**	**8**	**$ 15,791.66**	

		Lump Sum Total	**$ 6,421.68**
5	**Subconsultant/Reimbursables Breakdown:**	Time & Materials	**$ 9,369.98**
	Description / Amount	Subs/Reimbursables	$ 500.00
	Printing/Reproduction/Postage $ 500.00	Contingency	$ 1,579.17
	Total $ 500.00	**GRAND TOTAL**	**$ 17,871**

Attachment: Exhibit A - Chlorine Canopy Replacement CEI Proposal (2022-R-48 : CEI Services for

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 28, 2022**
FROM: **Joseph Forte**
SUBJECT: **Letters of Support for Grant Applications**
NUMBER: **(ID # 3807)**
APPLICANT:
PLANNER:

DISCUSSION:

The State of Florida had opened up a grant opportunity that closes on July 15, 2022.

As authorized in Section 197 of the FY 2022-23 General Appropriations Act, members of the Legislature may request nonrecurring Local Support Grants for local governments, education entities, or privately-operated programs to support local initiatives. Projects requested for funding should meet the definition of an Appropriations Project as provided in House Rule 5.14. Members must submit Local Support Grant Request Forms by July 15, 2022.

The City of Holly Hill is in the process of submitting two grant applications under this General Appropriation Act. One project is for a sewer line extension to provide sewer services to recently annexed property west of Nova Road at 10th Street. The other project is the construction of a new fire station that will meet the current wind load providing for a safe location for first responders and their equipment.

As part of the grant submittal, letters of recommendation are required to show the Legislature that there is local support from the city's elected body. Attached are letters of recommendation for each project to be signed by the Mayor. It is very possible that the city will be limited to one project and if so, we will await the recommendation of the member of the House of Representatives who is sponsoring this grant request.

FISCAL ANALYSIS:

The City has funds available to serve as a match for the construction of the fire station however, there are no matching funds available for the sewer line extension.

STAFF RECOMMENDATION:

Approve the letters of recommendation and authorize the Mayor to sign as part of the grant submittal.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE LETTERS OF RECOMMENDATION AND AUTHORIZE THE MAYOR TO SIGN AS PART OF THE GRANT SUBMITTAL.

- The Florida House of Representative June 28, 2022 (1) (PDF)
- The Florida House of Representative June 28, 2022 (2) (PDF)

HOLLY HILL
FLORIDA

The Florida House of Representative June 28, 2022

To Whom it May Concern,

The City of Holly Hill is located along the Intracoastal waterway known as the Halifax River and is bordered by Ormond Beach to the north and Daytona Beach to the south. A small community incorporated in 1901, Holly Hill has a population of 12,259 and encompasses a land area of 3.93 square miles. Holly Hill is an underprivileged community, with a median household income of $35,231, which is 39% below the median household income in the State of Florida. The percentage of Holly Hill residents living in poverty is 29.6%.

Despite economic hardships, Holly Hill remains a vibrant community filled with natural beauty, historical buildings, a discrete industrial corridor, a business district and approximately 5,500 residential parcels. The municipal government provides Public Works Services, Water and Sewer, Administrative Services and Public Safety services including a Police Department and a Fire/Rescue Department.

The Holly Hill Fire/Rescue Department is a 13-member paid professional department comprising a Fire Chief, three Lieutenants, three Driver Engineers, six Firefighters and one part-time Staff Assistant. Of these staff, seven are paramedics and six are emergency medical technicians. The department provides fire prevention, fire protection, rescue, hazardous materials response and emergency medical services throughout the City of Holly Hill and through mutual and automatic aid agreements to other local municipalities. The Fire/Rescue Department responded to 2,828 calls in 2020 and averages 2,863 call per year.

Holly Hill Fire Station #96 is an approximately 6,082 ft² building that was installed in 1992. Much of the building was constructed by employees and with the lack of formal records, this building does not have a wind speed rating. As a result, Fire/Rescue staff are required to relocate to Holly Hill City Hall during tropical events and other natural disasters. During this process, fire engines are left outside of City Hall and are at risk of being struck by flying debris and other materials. Fire/Rescue staff stage response at City Hall and prepare by bringing equipment from the Fire Station in order to respond as quickly as possible once weather conditions allow an active response. In addition, due to the lack of any other option, Fire/Rescue staff use the floor of the City Commission Chambers to sleep as time and weather conditions allow.

It is imperative that first responders have a safe place to stage themselves and their equipment before during and after a natural disaster. The construction of a new code compliant fire station appropriately rated to current standards is essential to allow for the timeliest response possible for fire, rescue and medical services following a natural disaster.

_____

Mayor Chris, Via

1065 Ridgewood Ave Holly Hill, Florida 32117
Hollyhillfl.org

Attachment: The Florida House of Representative June 28, 2022 (1) (3807 : Letters of Support for Grant Applications)

HOLLY HILL
FLORIDA

Attachment: The Florida House of Representative June 28, 2022 (1) (3807 : Letters of Support for Grant Applications)

1065 Ridgewood Ave Holly Hill, Florida 32117
Hollyhillfl.org

HOLLY HILL
FLORIDA

The Florida House of Representative June 28, 2022

To Whom it May Concern,

On January 26, 2021, the Commission of the City of Holly Hill annexed approximately 9.4 acres of land contiguous to the City of Holly Hill located at 1088 10th Street. A development project has been proposed for this parcel to construct 84 townhomes. The City of Holly Hill has the capacity to offer sewer service to this new development. If sewer services are not provided to this area, townhomes will need to be connected to septic tanks. Most developments in the Volusia county area are moving away from septic tanks for environmental reasons.

According to data obtained by Volusia County, scientists from the Florida Department of Environmental Protection conducted a study to determine what is negatively impacting the water quality in Blue Springs, located approximately 30 miles west of Holly Hill within Volusia County, and within an area with a large number of septic tanks. It was determined that the top contributor to reduced water quality was nitrogen from septic tanks. Studies in other springs and coastal waterways in Volusia County have shown similar results.

As septic tanks age, the risk of discharging directly into groundwater increases. In addition, surface waters can be negatively impacted with pathogens, such as E. coli, chemicals, and nutrients including nitrogen and phosphorous. This can affect plant life, marine life, recreational water activities and the health of our citizenry.

In an effort to maintain the natural beauty of Holly Hill, preserve its waterways, and provide for the health of its citizenry, the Commission of the City of Holly Hill enthusiastically supports supplying sewer services to the parcel located at 1088 10th Street, and is grateful for any financial assistance available to reach this end.

_____

Mayor, Chris Via

Attachment: The Florida House of Representative June 28, 2022 (2) (3807 : Letters of Support for Grant Applications)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 28, 2022**
FROM: **Joseph Forte**
SUBJECT: **Amendment to the Incentive Agreement with Fountainhead Developers**
NUMBER: **(ID # 3809)**
APPLICANT:
PLANNER:

DISCUSSION:

With regard to Exhibit C Fountainhead Developers has had an agreement with staff and approved by the city commission which amended the PUD that outlines the changes to Exhibit C, which is contained in the attached Resolution dated November 23, 2021. The only item not contained in this Resolution is the recent commission consensus that the use of Building D would be for a multipurpose use rather than office space.

New Employee Incentive: The first employee incentive payment is being prepared by Fountainhead Developers and will be reviewed in accordance with the Incentive Agreement which includes the minimum wage set by Florida law that at the time of each quarterly review shall be used for the determination of New Employee Incentive. The initial employee incentive consist of all employees currently employed with Fountainhead for the past 365 dates from June 1, 2022.

Lastly, regarding the $190,000 Credit. Fountainhead Developers is requesting to move forward with closing on Parcel 1 at the cost of $60K per acre. Jayson Meyer and Joe Forte met to discuss several option to agree to an acceptable use of the funds by both parties. In conclusion, Jayson and Joe have agreed to nearly split the difference and allow the purchase price of Parcel 1 to be reduce $100k from the total price of $60k per acre as a direct reduction in the purchase price while the remaining $90k remains in the employee incentive fund under the same conditions as other money in the employee incentive fund.

Fountainhead Developers have been earning and receiving the TIF money as reimbursement for eligible expenses for the past several years. Only the employee incentives remain outstanding at this time as a reimbursable payment.

Paragraph 8 will be modified to reflect the $100,000 price reduction and the new Exhibit C.

FISCAL ANALYSIS:

Money from the sale of Parcel 2 is budgeted in the CRA fund for reimbursement of the employee incentives. The CRA fund will receive payment of $x,000.00 for the sale of Parcel which will be accounted for in the employee incentive fund.

STAFF RECOMMENDATION:

Approved the changes to Exhibit C as portrayed in resolution 20XX.

COMMISSION GOAL #3:

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

MOTION:

TO BE DETERMINED BY THE CITY COMMISSION DISCUSSION.

- Minor Amendment - Fully Signed Version (1) (PDF)
- Incentive Agmt with Fountainhead - January 27, 2017 (PDF)
- Vacant Land Contract - Fountainhead Developers LLC - LOT 1 (PDF)
- First Amendment to Fountainhead Redevelopment Incentive Agreement (2) (PDF)
- Fountainhead Parcel 1 Sale Resolution (PDF)

FIRST MINOR AMENDMENT TO THE FOUNTAINHEAD DEVELOPERS, LLC MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT

THIS FIRST MINOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT is made this 12th day of November 2021, by and between **Fountainhead Developers, LLC**, a Florida limited liability company, and the **CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY and the CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Fountainhead Developers, LLC, and the City entered into that certain Development Agreement (the "Agreement") dated March 30th, 2017, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree to the following changes made to Exhibit C in said Agreement:
   - Building E containing 6,475 square feet is new.
   - Building D has been reduced in size from 11,000 square feet to 4,560 square feet.
   - The retention pond on the northeast corner is larger.
   - There is increased parking on the south extending onto parcel 1.
   - The pavilion east of Building D is the location of a future plaza area.
   - The original Exhibit C shows 28,000 square feet of building development in Phase I. The proposed Exhibit C shows 27,976 square feet in Phase I. An interior mezzanine of 1,434 square feet is shown on the amended exhibit.
   - At LPGA and Center, the pond, the pond fountain, and signage have been replaced with a larger monument sign and the pond has been eliminated.
   - The bike rack and dumpster north of Building C have been relocated.

3. The attached **EXHIBIT C (AMENDED),** replaces in its entirety, Exhibit C as shown in the Agreement entered into on March 30th, 2017, and recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486.

4. The parties agree that this First Amendment is a minor amendment to the Agreement, and is approved at staff level. All other provisions, conditions, and requirements of the Agreement remain in full force and effect.

Attachment: Minor Amendment - Fully Signed Version (1) (3809 : First Amendment to the Incentive Agreement with Fountainhead Developers)

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the First Minor Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Joseph A. Forte, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 23rd day of November, 2021 by Joseph Forte, who is personally known to me.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

Laney-Alexa Deligianis
Printed Name

Commission No.: HH 28801
My Commission Expires: 8/5/24

Attachment: Minor Amendment - Fully Signed Version (1) (3809 : First Amendment to the Incentive Agreement with Fountainhead Developers)

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Brian Walker
Community Development Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 23rd day of November, 2021 by Brian Walker, who is personally known to me.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

Laney-Alexa Deligianis
Printed Name

Commission No.: HH28801
My Commission Expires: 8/5/24

Attachment: Minor Amendment - Fully Signed Version (1) (3809 : First Amendment to the Incentive Agreement with Fountainhead Developers)

WITNESSES:

Melissa Gabriel

Melissa Gabriel
(Name Printed or Typed)

Patrick Kennedy
(Name Printed or Typed)

FOUNTAINHEAD DEVELOPERS, LLC
a Florida limited liability company

By: _____
Name: M. Jayson Meyer
Title: Managing Member

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 18th day of November, 2021 by M. Jayson Meyer, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Melissa M. Torres
Notary Signature

MELISSA MARIE TORRES
Notary Public - State of Florida
Commission # HH 99875
My Comm. Expires Aug 26, 2022

Melissa M Torres
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Minor Amendment - Fully Signed Version (1) (3809 : First Amendment to the Incentive Agreement with Fountainhead Developers)

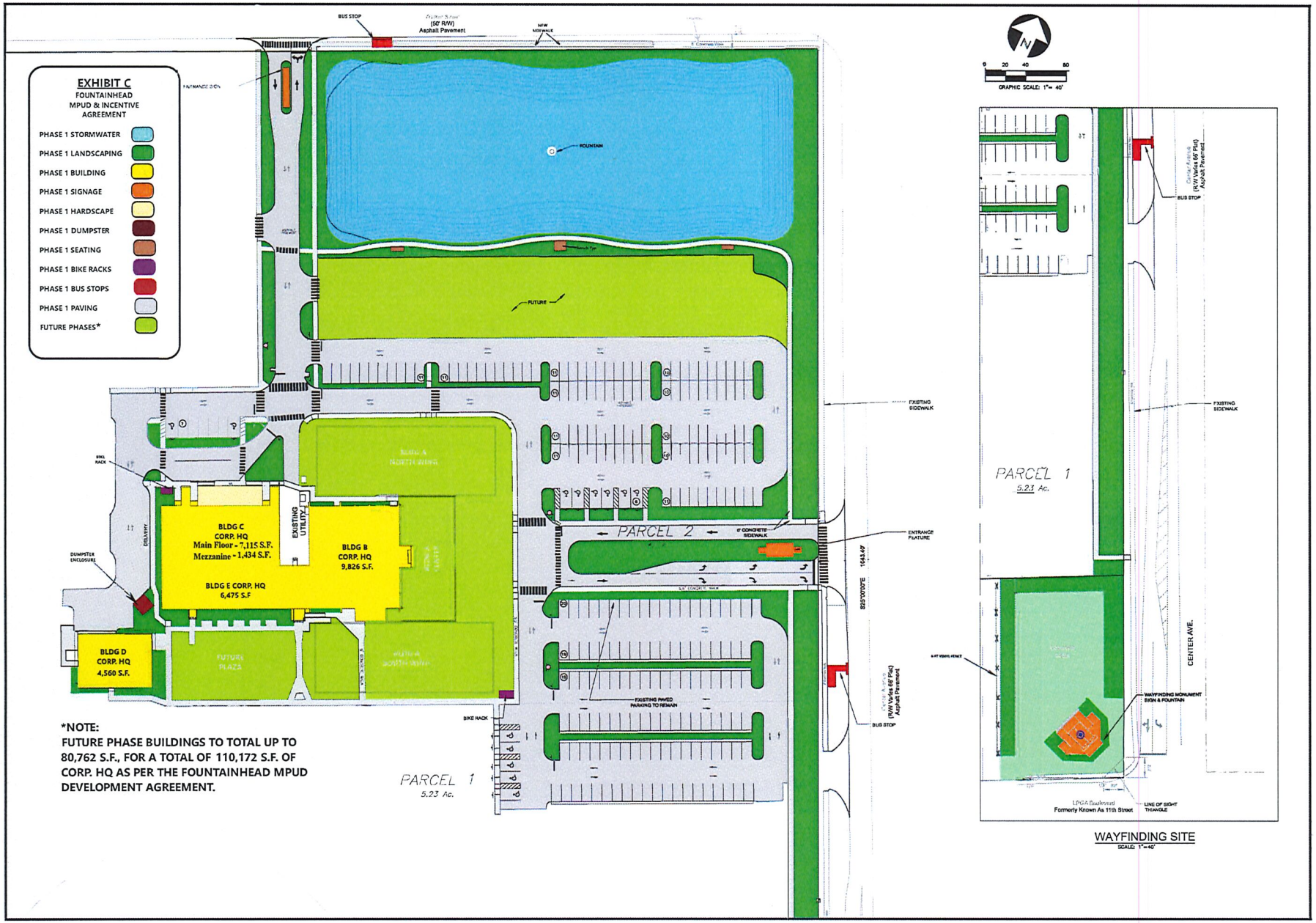
EXHIBIT C
FOUNTAINHEAD
MPUD & INCENTIVE
AGREEMENT
PHASE 1 STORMWATER
PHASE 1 LANDSCAPING
PHASE 1 BUILDING
PHASE 1 SIGNAGE
PHASE 1 HARDSCAPE
PHASE 1 DUMPSTER
PHASE 1 SEATING
PHASE 1 BIKE RACKS
PHASE 1 BUS STOPS
PHASE 1 PAVING
FUTURE PHASES*
BUS STOP
FOUNTAIN
FUTURE
BLDG C
CORP. HQ
Main Floor - 7,115 S.F.
Mezzanine - 1,434 S.F.
BLDG E CORP. HQ
6,475 S.F
BLDG B
CORP. HQ
9,826 S.F.
BLDG D
CORP. HQ
4,560 S.F.
EXISTING UTILITY
DUMPSTER ENCLOSURE
BIKE RACK
PARCEL 2
PARCEL 1
5.23 Ac.
EXISTING PAVED PARKING TO REMAIN
EXISTING SIDEWALK
ENTRANCE FIXTURE
BUS STOP
*NOTE:
FUTURE PHASE BUILDINGS TO TOTAL UP TO 80,762 S.F., FOR A TOTAL OF 110,172 S.F. OF CORP. HQ AS PER THE FOUNTAINHEAD MPUD DEVELOPMENT AGREEMENT.
GRAPHIC SCALE: 1"= 40'
PARCEL 1
5.23 Ac.
CENTER AVE.
WAYFINDING MONUMENT SIGN & FOUNTAIN
LINE OF SIGHT TRIANGLE
WAYFINDING SITE
SCALE: 1"=40'

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

REDEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and **Fountainhead Developers, LLC**, its successors or assigns (Developer), a Florida limited liability company.

W I T N E S S E T H

WHEREAS, the City purchased approximately 25 acres of real property, together with all associated development entitlements and impact fee credits or exemptions (as detailed on attached Exhibit A), located at 1200 Center Street (Property). The Property was the location of the former Holly Hill Middle School and before the City's acquisition, most of the structures had been demolished. The City has marketed the Property for redevelopment purposes with minimal redevelopment interest.

WHEREAS, Developer has contracted to purchase a portion of the Property for the purpose of redevelopment for the relocation of Synergy Billing, LLC (Synergy) headquarters and the transfer of existing jobs and the creation of new jobs in the near future.

WHEREAS, Developer intends to redevelop the remainder of the Property.

WHEREAS, the Property is located within the City of Holly Hill Community Redevelopment Area (CRA), which is controlled by the City of Holly Hill Community Redevelopment Agency (Agency) and the City.

WHEREAS, in June 2013 the Agency and City adopted the 1200 Center Avenue Feasibility Study (Plan) for the redevelopment of the Property.

WHEREAS, the Developer is proposing redevelopment of the Property which is consistent with and in furtherance of the Plan, which will increase the ad valorem tax base generated by the Property and provide new, high paying jobs in the City as further detailed on attached Exhibit B.

WHEREAS, the Agency and the Developer have negotiated this Redevelopment Incentive Agreement (Agreement) to provide separate, distinct incentives for the redevelopment of the Property. The incentives are payments for the transfer/creation of jobs resulting in new employees working for employers with businesses located on the Property; reimbursement of certain redevelopment capital expenses and the reinvestment of certain sale proceeds of the Property back into the redevelopment of the Property. This Agreement also grants the Developer an option to purchase any remainder of the Property not initially purchased by the Developer in connection with its initial phase of development.

FINAL ORIGINAL DOC

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in redeveloping the Property, thereby increasing the ad valorem tax base generated by the Property, and encourage the creation of new businesses operating on the Property with full-time, highly paid employees (as further detailed in Exhibit B) the City and Agency hereby agree to provide the following incentives and option to purchase the remaining portions of the Property subject to the terms and conditions hereinafter set forth.

PART ONE
NEW EMPLOYEE INCENTIVE

2) The City will transfer to the CRA, to be accounted for separately, the first $60,000 per acre from the sale of the Property to the Developer or to a third party until the purchase option provided herein expires. These funds shall be used to pay incentives for new employees that meet the qualifying criteria provided in paragraph 3, below ("Qualifying Employee") employed by a business operating on the Property. Neither the City nor the Agency shall be required to provide any other funding for this incentive other than as identified herein.

3) A Qualifying Employee shall meet all of the following criteria:

(a) The Qualifying Employee must be a full-time employee as defined by the Affordable Care Act or other applicable Federal employment law.

(b) The Qualifying Employee must be employed for 52 consecutive weeks (the "Qualifying Employment Period") except as provided below.

(c) The Qualifying Employee must work full-time and their position shall be at a business operating on the Property ("Qualifying Employer"). Positions with a Qualifying Employer with operations at additional locations not operating on the Property shall not qualify. A Qualifying Employee will be able to travel for business away from the Property. However an employee who primarily works from home or at places or locations other than the business located on the Property, including tele-commuting jobs, does not qualify.

(d) Jobs filled by independent contractors are not eligible for an incentive payment.

4) In recognition of the Developer's role in fostering the overall redevelopment of the Property, payments for all Qualifying Employees working for any Qualifying Business that is not related to the Developer but that otherwise meets the eligibility criteria shall be paid to the Developer

ORIGINAL

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

5) The City and Developer agree that the timing of the New Employee Incentive may be adjusted to a different, mutually agreeable time in order to qualify for the local contribution requirement for Qualified Targeted Industry Tax Refunds.

6) The Developer, City and Agency shall follow the procedure outlined below to determine the number of Qualifying Employees for payment of the New Employee Incentive. In order to maximize the potential New Employee Incentives that may be received by the Developer, the Developer shall be responsible for ensuring that the reporting procedures outlined below also bind any Qualifying Employer who takes title to or otherwise occupies the Property by claim of right through the Developer:

(a) The City and Agency will evaluate the number of new employees working in full-time positions on the Property on a quarterly basis (Jan. 1, April 1, July 1 and Oct. 1). After review of the employment information provided (as further described herein) the City will determine the net increase in Qualifying Employees employed by Qualifying Employers over the highest number of Qualifying Employees working for a Qualifying Employer on the Property from any previous quarterly review. The increase in Qualifying Employees for the current quarterly period over the highest number of qualified employees in any previous quarter shall be eligible for payment of the New Employee Incentive, assuming all other eligibility criteria outlined in this Agreement are met.

(b) The Developer or other Qualifying Employer must submit, on a quarterly basis, a list of all potential Qualifying Employees working for Qualified Employers located on the Property along with the information listed in Exhibit D for the City and Agency to make the determination of eligibility for the New Employee Incentive. A unique identification code shall be used for each potential Qualifying Employee to safeguard any personal information. If the required information is not submitted, the potential Qualifying Employee shall not be eligible for purposes of calculating the New Employee Incentive. There shall be no refunds of the New Employee Incentive if a Qualifying Employee's position is terminated, for any reason, once the City and Agency have made a determination that the Qualifying Employee met the requirements for the New Employee Incentive. In addition to the safeguards provided above, the parties acknowledge that the business or employee information disclosed to the City or Agency under the requirements of this Agreement may contain sensitive business and personal information, but that the City and Agency are subject to the Public Records Act. The Developer shall mark all information that it believes to be confidential as "CONFIDENTIAL". Unmarked information shall be subject to public release without review. Prior to public disclosure of any information marked as "CONFIDENTIAL" the City will review said information to determine if any legally permissible exception to the Public Records Act exists. The City will withhold public disclosure if there is a clear exception to the Public Records Act or similar law requiring public disclosure. The City's decision to publicly disclose such information shall not subject the City or Agency to any liability for damages.

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(c) A Qualifying Employee will qualify for the New Employee Incentive even if the employee is on extended leave under the Family Medical Leave Act or other Federally approved, compensated extended leave offered by Qualifying Employer as long as documentation establishes that person meets the criteria of Qualifying Employee.

(d) The amount of the New Employee Incentive due for each Qualifying Employee is set forth in attached Exhibit B. The minimum wage set by Florida law at the time of each quarterly review shall be used for the determination of New Employee Incentive. Incentives shall be determined on the base hourly rate as adjusted for sales commissions when appropriate. Sales commissions paid for the 12 month period shall be divided by 2080 to determine a hourly rate which shall be added to the base hourly rate to determine eligibility for incentives. The rate of compensation to determine the New Employee Incentive shall be the average compensation paid to a Qualifying Employee over the final quarter of their Qualifying Employment Period. The value of any employment benefits will not be taken into consideration, however sales commissions for any commission-based positions shall be included in the calculation of gross pay. To qualify for the New Employee Incentive for residents of the City, the Qualifying Employee must be a resident for the entire Qualifying Employment Period. Proof of residency must be provided in the form of a valid Florida driver's license, identification card or voter registration card showing that the Qualifying Employee is a resident of the City and such other documentation to establish how long he or she lived in Holly Hill. A Qualifying Employee who lives within the City limits at the expiration of the Qualifying Employment Period, but has not resided within the City limits for the entire Qualifying Employment Period, shall be eligible for the nonresident New Employee Incentive payment. However, if the Qualifying Employee remains employed and continues to reside within the City limits for 52 consecutive weeks, the differential between the resident and nonresident New Employee Incentive will be paid at the quarterly review after which the Qualifying Employee meets the residency requirement. The differential payment shall be based on the compensation that was used to determine the initial New Employee Incentive for that Qualifying Employee and shall not be adjusted to account for changes in compensation that may have occurred since the initial nonresident New Employee Incentive payment was made.

(e) To qualify for the New Employee Incentive a Qualifying Employee must meet the requirements provided in this Section 6 for the review quarter ending July 1, 2026. Any money in the New Employee Incentive fund after July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

(f) All time an employee worked for business that relocates to or opens a new facility on the Property as long as the employee relocates with the business shall be counted for determining eligibility for the New Employee Incentive.

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

7) If the City or Agency is denied access to the employment records or if the information required in Exhibit D is not provided, a potentially Qualifying Employee will not be considered eligible for the New Employee Incentive.

8) Notwithstanding the forgoing provisions of this Part One, $190,000.00 shall be used as a credit towards the purchase price of the Developer acquiring Parcel 1. Parcel 1 shall be acquired by the Developer after meeting the criteria below which shall be closed simultaneously with the first payment of the New Employee Incentive. The $190,000 used as a credit towards the purchase price shall remain in the New Employee Incentive fund. The first payment of the New Employee Incentive shall be conditioned upon (a) the completion and certificate of occupancy being issued for all of Phase 1, Parcel 2 as identified on Exhibit C; and (b) the headquarters and all employees of Synergy Billing, LLC being permanently located to the Phase 1, Parcel 2.

PART TWO
Redevelopment Capital Expense Reimbursement

9) The unencumbered tax increment revenue received from all ad valorem taxes paid for the Property only shall be accounted for separately by the Agency. The City and Agency have pledge the tax increment revenues for repayment of the following obligations: 1) Promissory Note payable to SunTrust Bank known as the Community Redevelopment Agency Redevelopment Revenue Refunding Note, Series 2012, dated April 25, 2012 and (2) Promissory Note Payable to BB&T known as the Community Redevelopment Agency Redevelopment Revenue Note, Series 2013, dated April 24, 2013. Revenue covenants in those obligations allows the City and Agency to use tax increment revenue for other purposes as long as said revenue exceeds the annual repayment obligations by a certain percentage. "Unencumbered tax increment revenue" means to the extent there is tax increment revenue generated by the Agency as a whole in excess of these revenue covenants. In addition to the tax increment revenue paid to the Agency for this Property and the net sale proceeds of the Property as discussed herein, the City and Agency agree that additional revenues received by the City or Agency specifically for the redevelopment of the Property, including the proceeds of any sale of impact fee credits or exemptions associated with the Property to third parties as detailed in Paragraph 16(g)(vii), shall be available for Redevelopment Capital Expense Reimbursements as provided herein. Neither the City nor the Agency shall be required to budget alternative funding for the redevelopment of this Property except as identified herein.

10) A Redevelopment Capital Expense Reimbursement is an expenditure paid for by the Developer for the redevelopment of the Property (the "Eligible Redevelopment Costs") including, but not limited to:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees incurred by the Developer for services rendered by consultants, including but not limited to

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

engineers, surveyors, and attorneys, to obtain permits and approvals for the redevelopment on the Property. The City and Agency agree that all City fees associated with the redevelopment of the Property shall be waived to the extent the City can legally waive said fees, such as permit fees and inspections fees. Fees that cannot be legally waived, such as impact fees, shall be considered an Eligible Redevelopment Costs to the extent such fees are paid by the Developer.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, stormwater, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of stormwater drainage ponds and related stormwater infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

(g) Exterior renovation to the existing structures on the Property (interior renovations are not eligible for reimbursement.

(h) Construction of the exterior shell of any new structures. The exterior shell of a structure shall include the foundation, exterior walls and roof, including all structural elements or supporting structures, electric, water, fire suppression and sewer service. Interior build-out, including electric, water and sewer distribution and interior finishings, shall not be eligible for reimbursement.

Only expenses for capital improvements to the Property shall be eligible for reimbursement. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit D to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Redevelopment Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Redevelopment Costs.

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

ORIGINAL

11) Tax increment revenue available for payment of Redevelopment Capital Expense Reimbursement shall be only those tax increment revenues received by the Agency on or before July 1, 2026. Tax increment revenues received from this Property by the Agency after that date may be used by the Agency for any appropriate redevelopment purposes within the CRA . Any tax increment revenue that is received by the City and Agency prior to July 1, 2026 is eligible to pay for reimbursements. Any such funds not utilized to pay a reimbursement request received by the City and Agency before July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

12) Reimbursable expenses shall be limited to expenses actually paid by the Developer. Improvements paid for by a 3rd party shall not be eligible for reimbursement. Notwithstanding the foregoing, tax increment revenues generated from increased ad valorem taxes collected as a result of all redevelopment activity shall be available to reimburse the Developer for qualified Redevelopment Capital Expense Reimbursement, even if portions of the redevelopment are carried out by other parties.

PART THREE
REINVESTMENT OF NET SALE PROCEEDS OF RESIDENTIAL PORTION OF PROPERTY

13) A portion of the Property is proposed for multi-family residential development as identified in attached Exhibit E (the "Workforce Housing Parcel"). The City, Agency and Developer agree that the sale of the Workforce Housing Parcel shall be consummated directly between the City and a third-party purchaser. It is anticipated that extended time will be required for closing on the Workforce Housing Parcel to allow the third-party purchaser sufficient time to submit one or more application(s) for tax credit financing during the Florida Housing Finance Corporation's (the "FHFC") annual funding cycles. The City and Agency agree to cooperate with the purchaser of the Workforce Housing Parcel in order to ensure the Workforce Housing Parcel meets all requirements of applicable state tax credit financing programs until such time as FHFC funding is approved for the Workforce Housing Parcel. The City and Agency agree to budget and appropriate $50,000 in fiscal year 2017/18 and carry forward this amount for a period of 5 budget years, or until a FHFC grant is awarded to a workforce housing project on this Property, whichever occurs first, to represent the required local match for Florida Housing Finance Corporation's Workforce Housing financing. Any extensions or modifications of the contract between the City and third party developer of the Workforce Housing Parcel must be approved by the Developer as the Developer may opt to purchase the Workforce Housing Parcel for a non-residential use as discussed in Paragraph 17. The Developer hereby agrees not to seek any residential use, whether single-family or multi-family, on the remainder of the Property, including but not limited to work force housing, FHFC financing or any similar subsidized housing. In the event the Developer seeks approval of a residential use on the Property other than that portion of the Property designated for the Workforce Housing Parcel, in addition to any other legal remedy available to the

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

City or Agency to enforce this prohibition, the Developer agrees that this Agreement may be terminated immediately by the City or Agency and upon termination all unpaid incentives and remaining purchase options shall be null and void.

14) The Agency will separately account for the net sale proceeds from the sale of the Workforce Housing Parcel and the Agency hereby agrees to budget and appropriate those proceeds to reimburse the Developer for Eligible Redevelopment Costs. "Net sale proceeds" shall mean the gross sales price less standard closing expenses paid by a seller and less $60,000 per acre which will be accounted for separately to be utilized for New Employee Incentive discussed in Part One above. The Net Sale Proceeds from the Workforce Housing Parcel shall be used to reimburse the Developer for payments of any Eligible Redevelopment Costs as outlined in Part Two.

15) Neither the Net Sale Proceeds nor the $60,000 per acre for New Employee Incentive shall be paid to the Developer unless the Developer or a 3rd party during the term of this Agreement has acquired parcels 1, 2 and 3.

PART FOUR
PURCHASE OPTION

16) The City and Agency hereby grant to the Developer an option to purchase the Property not already purchased by the Developer, as identified on attached Exhibit F, pursuant to the following terms and conditions;

(a) The option provided to the Developer shall apply to the Property not already owned by the Developer and the Workforce Housing Parcel in the event the Workforce Housing Parcel is not acquired by a third-party purchaser as provided in Part Three. The option shall permit the Developer to purchase all outparcels identified on Exhibit F, including the parcel identified as the "Wellfield Parcel" in the event the Wellfield Parcel is abandoned by the City. Developer can purchase one or more outparcels at a time. The option price shall be $60,000 per acre and the sale proceeds shall be used as additional revenues for the New Employee Incentive. The contract for the sale and purchase for each option exercised shall be the contract attached hereto marked as Exhibit G. The Initial Option shall be exercised as discussed in Paragraph 8 above for the purchase of Parcel 1(the "Initial Option"). If the Developer fails to exercise and close the Initial Option as discussed in Paragraph 8, the Initial Option may lapse and the Developer shall have no further binding option to purchase any outparcel. If the Developer exercises and closes the Initial Option as required in Paragraph 8, the Developer shall have four (4) years measured from the date of acquisition of Parcel 2 to exercise and close the next option (the "Rolling Option"). Each purchase by the developer under the Rolling Option shall add one (1) year to the Rolling Option duration regardless of the number of outparcels acquired Developer in a single closing. The Rolling Option will continue until such time as all outparcels have been acquired. The Rolling Option shall terminate and all options shall lapse on July 1, 2026. A failure by Developer to acquire an outparcel that the

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Developer has exercised the Rolling Option for shall not terminate the Rolling Option rights outlined above as long as the failure to acquire the outparcel meets the following conditions:

(i) the failure to purchase is beyond the reasonable control and foreseeability of the Developer, including but not limited to, adverse economic conditions;

(ii) the Developer is in full compliance with all other terms under this Agreement; and

(iii) the Developer is in full compliance with all applicable City regulations and an approved Mixed Use Planned Unit Development approved for the Property.

If the Developer does not satisfy the above conditions, the City has the option of terminating the remainder of the Rolling Option period and the Developer will have no further option to purchase any remaining portion of the Property.

(b) Recordation and Transfer. The Developer or Agency will have the right to record this Agreement or a memorandum of this Agreement in the public records.

(c) At the closing, the City and Agency will convey title to the outparcel(s) identified in the option to purchase by general warranty deed, free and clear of liens or mortgages, and subject to matters of record as of the date of this Agreement, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and taxes and assessments for the year of closing.

(d) The transfer of the Property and any outparcel(s) will include the following:

(i) All land and property rights owned by the City, including any rights or reversionary interests in land lying in the bed of any canal, lake, preserve, street, road, alley, avenue or highway, open or proposed, if any, adjoining the outparcel(s), to the center line thereof; and

(ii) All tenements, hereditaments, condemnation awards, insurance proceeds, easements, privileges and appurtenances belonging to or serving the outparcel(s), including, without limitation, all title, estates, interest, drainage, water, canal and riparian rights, credits or exemptions for impact fees, water, sewer and other utility fees and connection charges, mitigation credits and rights, and beneficial rights to adjoining preserve areas.

(e) At the closing, the City and Agency shall furnish the general warranty deed, no lien affidavit, FIRPTA certificate and other documents reasonably required

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by the Developer and title insurance company, if any, issuing title insurance in connection with the Developer's purchase of the outparcel(s).

(f) No Further Encumbrances. During the term of this Agreement, the City or Agency will not sell or transfer, lease or otherwise market the availability of any portion of the Property nor will the City or Agency further improve, encumber or lien the Property or create or permit any matters to be recorded against the Property without the Developer's prior written consent. Furthermore, the City or Agency will not (a) enter into, create or assume any obligation for borrowed money or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon the Property or (b) record any homeowners association documents, easements or other agreements affecting the Property after the date of this Agreement, except an approved Mixed Use Planned Unit Development Agreement and any documents contemplated therein.

(g) City and Agency's Representations and Warranties. As a material inducement to the Developer to enter into this Agreement, the City and Agency represent and warrant to the Developer that the following are true and correct and shall be true and correct:

(i) The City and Agency own the Property and have full right and are duly authorized to enter into and consummate this Agreement.

(ii) The City and Agency have complied and shall comply from the date hereof during the term of this Agreement with all applicable federal, State, County and municipal regulations, rules, ordinances, statutes, building, zoning and development codes and other requirements and restrictions with respect to all matters pertaining to the Property.

(iii) There is no litigation, investigation or proceeding pending, or to the knowledge of the City or Agency threatened, against the City or Agency relating to or affecting the Property or otherwise adversely affecting the City or Agency's ability to perform its obligations hereunder.

(iv) There are no options agreements or other agreements relating to the sale or lease of the Property other than as outlined herein.

(v) To the best of the City and Agency's knowledge, the Property has not in the past been used, is not presently being used and will not in the future *(for so long as the City and Agency own same)* be used for the handling, storage, transportation or disposal of hazardous or toxic materials. The Developer may obtain, at its expense, a report from a reputable environmental consultant as to whether the Property has been or presently is being used for the handling, storage, transportation or disposal of hazardous or toxic materials.

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(vi) Neither the City nor Agency have received notice from any governmental authority, mortgagee, insurer or other party alleging that either the Property or the use or operation of the Property is in violation of any federal, state or local law or ordinances, orders or regulations, including, but not limited to, those pertaining to building, zoning and environmental requirements.

(vii) The City or Agency will ensure that all available impact fee credits or exemptions associated with the Property will remain available to be used during the term of this Agreement solely for the redevelopment of the Property. Impact fee credits or exemptions will not automatically transfer to the Workforce Housing Parcel, but impact free credits or exemptions from governmental agencies other than the City may be transferred by the Developer to the Workforce Housing Project. Neither the City nor Agency make any representations about the transferability of any impact fee credits or exemptions. Impact fee credits or exemptions associated with the former Holly Hill Middle School located on the Property will remain associated with the Property for the duration of this Agreement and will not be transferred by the City or Agency while this Agreement remains in effect. Impact fee credits or exemptions applicable to the City's impact fees shall be utilized on a first come, first serve basis and shall not be sold or transferred by the City or Developer during the term of this Agreement.

17) If the Workforce Housing Parcel is not purchased by a third party for said use within five (5) years of execution of this Agreement the Developer shall have the option to purchase the Workforce Housing Parcel pursuant to the terms and conditions outlined in Part Four above. This option may only be exercised after the Developer has timely exercised the Initial Option or Rolling Options outlined above, has otherwise fully complied with the terms of this Agreement and must be exercised before the term expiration and in no event shall the option term extend beyond July 1, 2026. In the event the Developer purchases the Workforce Housing Parcel as provided in this paragraph, all available incentives provided by this Agreement shall be applicable to the Workforce Housing Parcel.

PART FIVE
GENERAL PROVISIONS

18) Procedure for Processing Payments: All payments to be made by the City or Agency as outlined in Part One, Part Two and Part Three above shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" under Part One shall be no later than thirty (30) days of the end of the quarter to be reviewed. Under Part Two and Part Three, a "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit A and C.

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(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act (§§218.70-.79, Florida Statutes (2016)). If there are not sufficient funds to make the payment in full, the City or Agency shall make the payment to the extent of available funds. All approved payments shall accrue pending receipt of appropriate funds from which to make payment. Appropriate funds shall mean the identified legally available funding source for each payment.

19) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer 1410 LPGA Blvd Daytona Beach, Florida 32117	City and Agency 1065 Ridgewood Avenue Holly Hill, FL 32117

20) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may not be unreasonably withheld. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which shall not be unreasonably withheld.

21) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursing the proposed development of the Property. In addition, the City agrees to waive all permitting, connection, review and inspection fees and such other fee that can be legally waived and have not been pledged as collateral for a loan or bond.

22) Subsequently Acquired Adjacent Property. If the Developer acquires property that is adjacent to the Property, the above-described incentives (i.e. New Employee Incentive and Redevelopment Capital Expense Reimbursement) shall be applied to said property as long as the following conditions are satisfied:

(a) the property is incorporated into the MPUD zoning of the Property; and

(b) the City and Agency amend the City of Holly Hill Community Redevelopment Area (Area) to incorporate said property into the Area

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23) It is anticipated that Developer will commence construction activity (including pursuing permitting and other approvals) within 90 days of the acquisition of the first portion of the Property. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant an extension for a duration of not less than 90 days or as requested by the Developer. Any further extension shall be as negotiated by the City, Agency and Developer.

24) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

25) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties.

26) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

27) Revenue to pay incentives described above shall be limited to the revenue sources identified. Neither the City nor the Agency shall be required to transfer funds from any other available source to satisfy any of the incentives provided herein. This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City or Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement. Once the Part One New Employee Incentive has been fully expended and all of the Property sold, there shall no longer be an obligation to provide employee data.

28) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and CRA have the right to terminate this Agreement.

29) The CRA and Agency offer a variety of programs for the redevelopment of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer and third party purchasers shall not pursue any other incentives, grants, etc. offered by the CRA or Agency.

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30) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

31) The term "day" or "days" shall meaning regular working days of the City and excludes weekends and Holidays.

32) One of the principal purposes of this Agreement is for the relocation of the headquarters of Synergy Billing, LLC to the Property. Headquarters is hereby defined to mean the principal place of business as identified by the Secretary of State Corporation information as the principal place of business; the principal place of business of advertising and promotional material; the location of the officer of all administrative staff including CEO, President and CFO; and the location where a majority of the employees of Synergy Billing, LLC are located and work. If Synergy Billing, LLC's headquarters is not relocated to the Property, the City has the right to terminate this Agreement and all rights, entitlements and benefits provided therein by providing written notice to the Developer. Notwithstanding the foregoing, nothing in this paragraph shall prevent the future relocation of the Headquarters of Synergy Billing, LLC.

33) The Developer shall submit a proposed Mixed Use Planned Unit Development for the Property by November 4, 2016, reviewed by the City's Planning Board at its February 6, 2017 meeting and approved by the City Commission no later than February 28, 2017. The closing on the first acquisition of the Property by the Developer shall close by May 31, 2017. In the event these deadlines are not met, the agreement shall be deemed null and void.

34) The Purchase and Sale Agreement and the Incentive Agreement are contingent upon the City of Holly Hill and the Holly Hill Community Redevelopment Agency approving the MPUD submittal as the owner of the property and the MPUD ordinance, rezoning the property, as the regulatory body over the property.

35) Upon the termination of this Agreement, if the City/Agency is still the owner of any portion of the Property, the City/Agency has the right to develop, sell, transfer, rezone, etc. that portion of the Property as the owner of the Property without the consent or approval of the Developer.

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Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

Valerie Manning
Valerie Manning
City Clerk

CITY COMMISSION OF THE CITY OF HOLLY HILL

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 25 day of January, 2017 by Valerie Manning of Holly Hill, who is personally known to me or produced John Penny as identification and did/did not take an oath.

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Elizabeth M Nelson
Type or Print Name: Elizabeth M Nelson
Commission No.: 2-27-2019
My Commission Expires: FF201240

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

DEVELOPER

Witness: _____

Printed Name: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

By: _____
Name: M. Jayson Meyer
Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 27th day of January, 2017 by M. Jayson Meyer of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

VALERIE MANNING
Notary Public - State of Florida
Commission # FF 898510
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Type or Print Name: Valerie Manning
Commission No.: FF898510
My Commission Expires: Oct. 30, 2019

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

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Exhibit A – Description of Property and Impact Fee Credits/Exemptions

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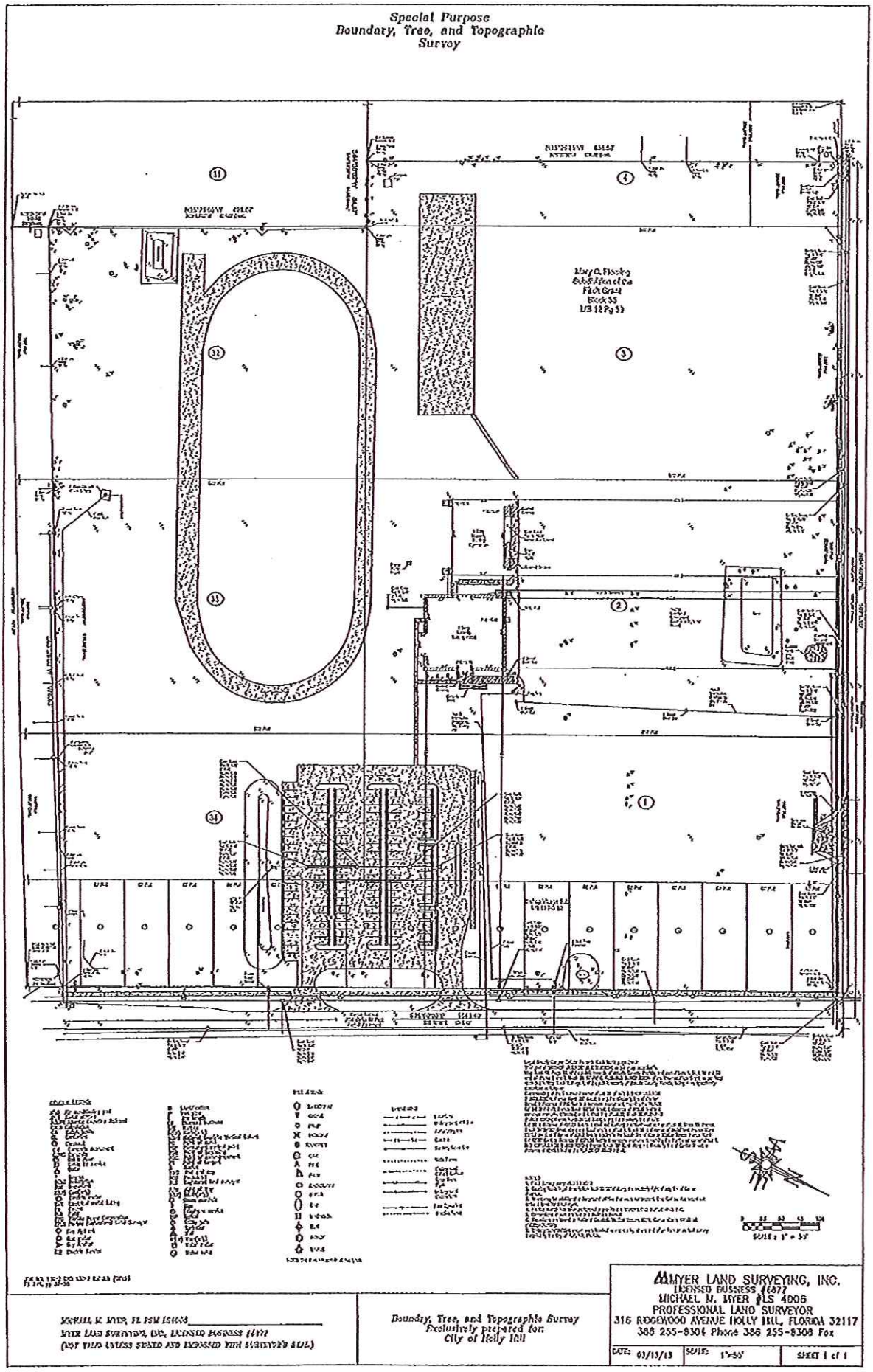

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Proposed Development Impact Fees								
		Corporate HQ	Med. Ofc	Office	Fit. Cntr	Daycare	Restaurant	
Sq. ft./Units		123,000	16,000	16,000	4,000	6,000	4,000	Total
PR								
Fire		$41,820.00	$5,440.00	$5,440.00	$1,360.00	$9,120.00	$1,360.00	$64,540.00
Police		$30,750.00	$4,000.00	$4,000.00	$4,280.00	$3,600.00	$7,080.00	$53,710.00
Trans		$34,784.40	$17,129.60	$7,110.40	$3,312.80	$5,029.80	$3,676.40	$71,043.40
Water*		$8,958.60	$2,133.00	$2,133.00	$711.00	$711.00	$14,220.00	$28,866.60
Sewer*		$12,020.40	$2,862.00	$0.00	$954.00	$954.00	$19,080.00	$35,870.40
Subtotals		$128,333.40	$31,564.60	$18,683.40	$10,617.80	$19,414.80	$45,416.40	$254,030.40
TOTAL								$254,030.40

		Holly Hill Credits from Prior Use**	Proposed Use*	Credit minus Proposed Use	Credit or Debit to Developer	
School area	116,312	area*fee				
Fire	1.52	$176,794	$64,540.00	$112,254	Credit	
Police	0.6	$69,787	$53,710.00	$16,077	Credit	
Trans	0.44	$51,177	$71,043.40	-$19,866	Debit	
Water*	1422	$14,177	$28,866.60	-$14,689	Debit	
Sewer*	1908	$19,023	$35,870.40	-$16,848	Debit	

*Assumes the following:	ERUs
123,000 Corporate Office	6.3
16,000 sq. ft. office	0.5
16,000 sq. ft. medical office	1.5
4,000 sq. ft. fitness center	0.5
6,000 sq. ft. daycare	0.5
4,000 sq. ft. restaurant	10
	0
Total ERUs	19.3

**Actual average daily consumption based on prior billing periods	9.97

Volusia County Thoroughfare Road Impact Fees			
Amount Due			
Use	Intensity	Rate	Fee Amount
Corporate Office	123,000	$1.48	$182,040.00
Office	16,000	$2.31	$36,960.00
Medical Office	16,000	$5.56	$88,960.00

	Corp. Ofc.	Medical Of	Office
PR			
Fire	0.34	0.34	0.34
Law	0.25	0.25	0.25
Trans	0.28	1.06	0.44
Water	1422	1422	1422
Sewer	1908	1908	1908

Fitness	4,000	$5.35	$21,400.00	
Restaurant	4,000	$4.78	$19,120.00	
Day Care	6,000	$4.39	$26,340.00	
MFDU	88	$1,506.04	$132,531.52	
Financial	0	$10.96	$0.00	
TOTAL			$507,351.52	
Amount of Credit				
School Area	115,312.00	$4.39	$510,609.68	
Net			$3,258.16	
This results in a credit estimate of $135,789.65 to the developer of the site.				

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Exhibit B – Employee Incentives

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ORIGINAL TRACING

JOB GROWTH/RETENTION INCENTIVES

Over Minimum Wage	Incentive $$	Eligibility	Hourly $	Annual $
125%	$ 1,000.00	Transfer	$ 10.06	$ 20,924.00
125%	$ 1,250.00	Transfer - Holly Hill Resident		
125%	$ 1,500.00	New Position		
125%	$ 1,750.00	New Position - Holly Hill Resident		
150%	$ 1,500.00		$ 12.07	$ 25,105.00
150%	$ 1,750.00	Transfer - Holly Hill Resident		
150%	$ 2,000.00	New Position		
150%	$ 2,250.00	New Position - Holly Hill Resident		
175%	$ 2,500.00	Transfer	$ 14.08	$ 29,286.00
175%	$ 2,750.00	Transfer - Holly Hill Resident		
175%	$ 3,000.00	New Position		
175%	$ 3,250.00	New Position - Holly Hill Resident		
200%	$ 2,750.00	Transfer	$ 16.10	$ 33,488.00
200%	$ 3,000.00	Transfer - Holly Hill Resident		
200%	$ 3,250.00	New Position		
200%	$ 3,500.00	New Position - Holly Hill Resident		
225%	$ 3,000.00	Transfer	$ 18.11	$ 37,668.00
225%	$ 3,250.00	Transfer - Holly Hill Resident		
225%	$ 3,500.00	New Position		
225%	$ 3,750.00	New Position - Holly Hill Resident		
250%+	$ 3,250.00	Transfer	$ 20.12	$ 41,849.00
250%+	$ 3,500.00	Transfer - Holly Hill Resident		
250%+	$ 3,750.00	New Position		
250%+	$ 4,000.00	New Position - Holly Hill Resident		

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Exhibit C – PHASE 1, PARCEL 2

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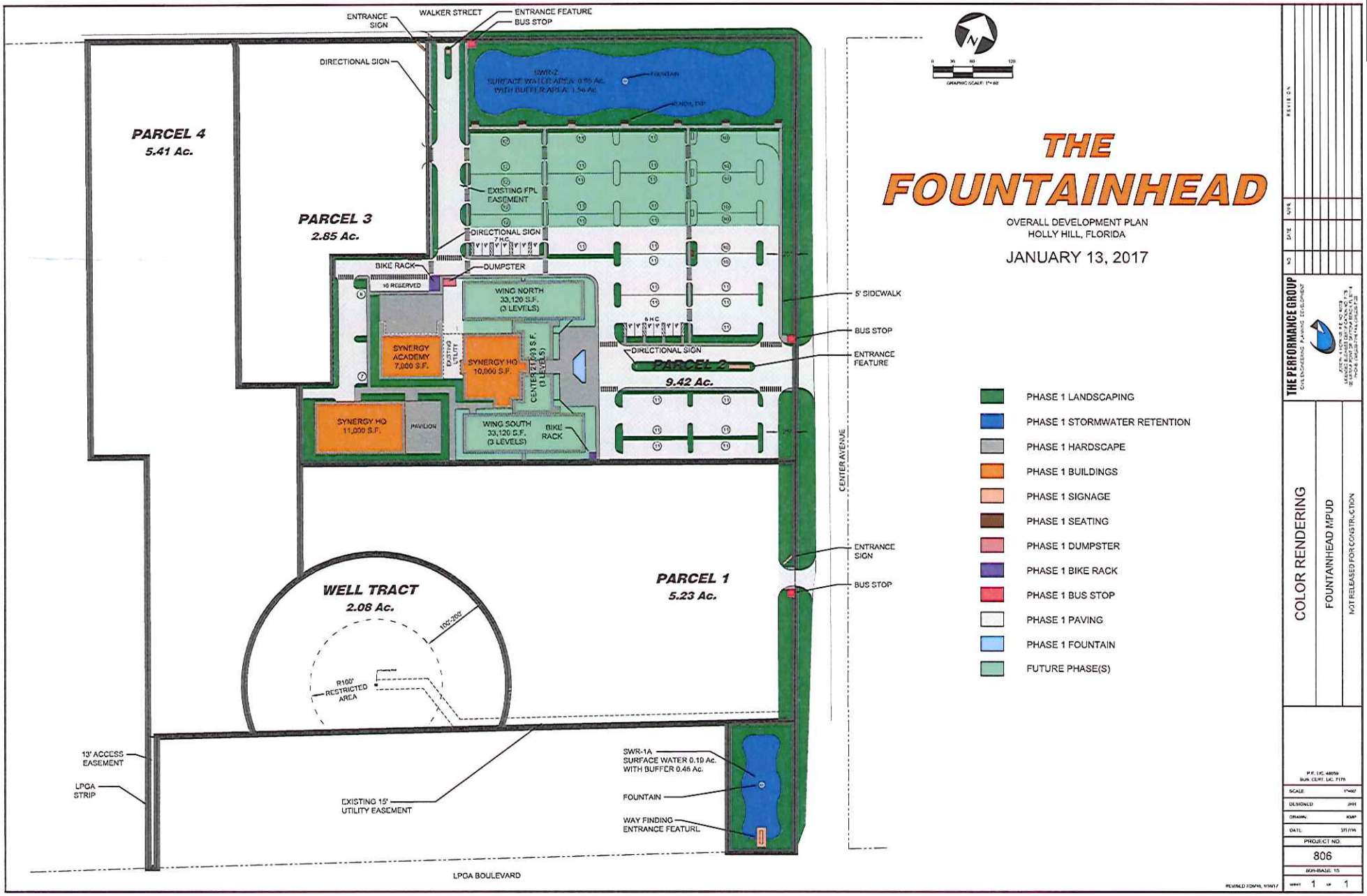

Exhibit D – New Employee/Expense Reimbursement information

To be determined at a later date

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Exhibit E – Workforce Housing Parcel

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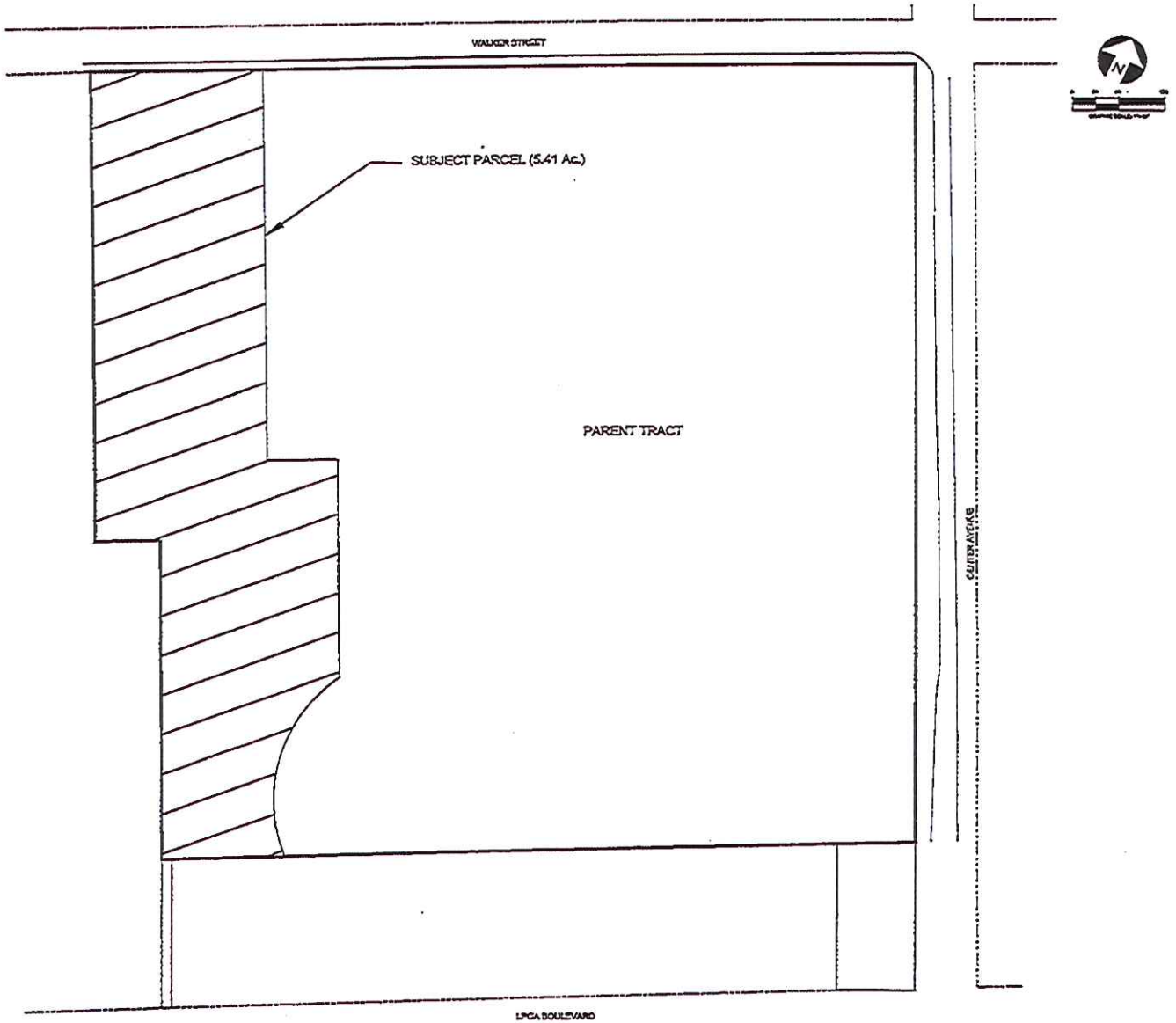

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Exhibit F – Option Parcels

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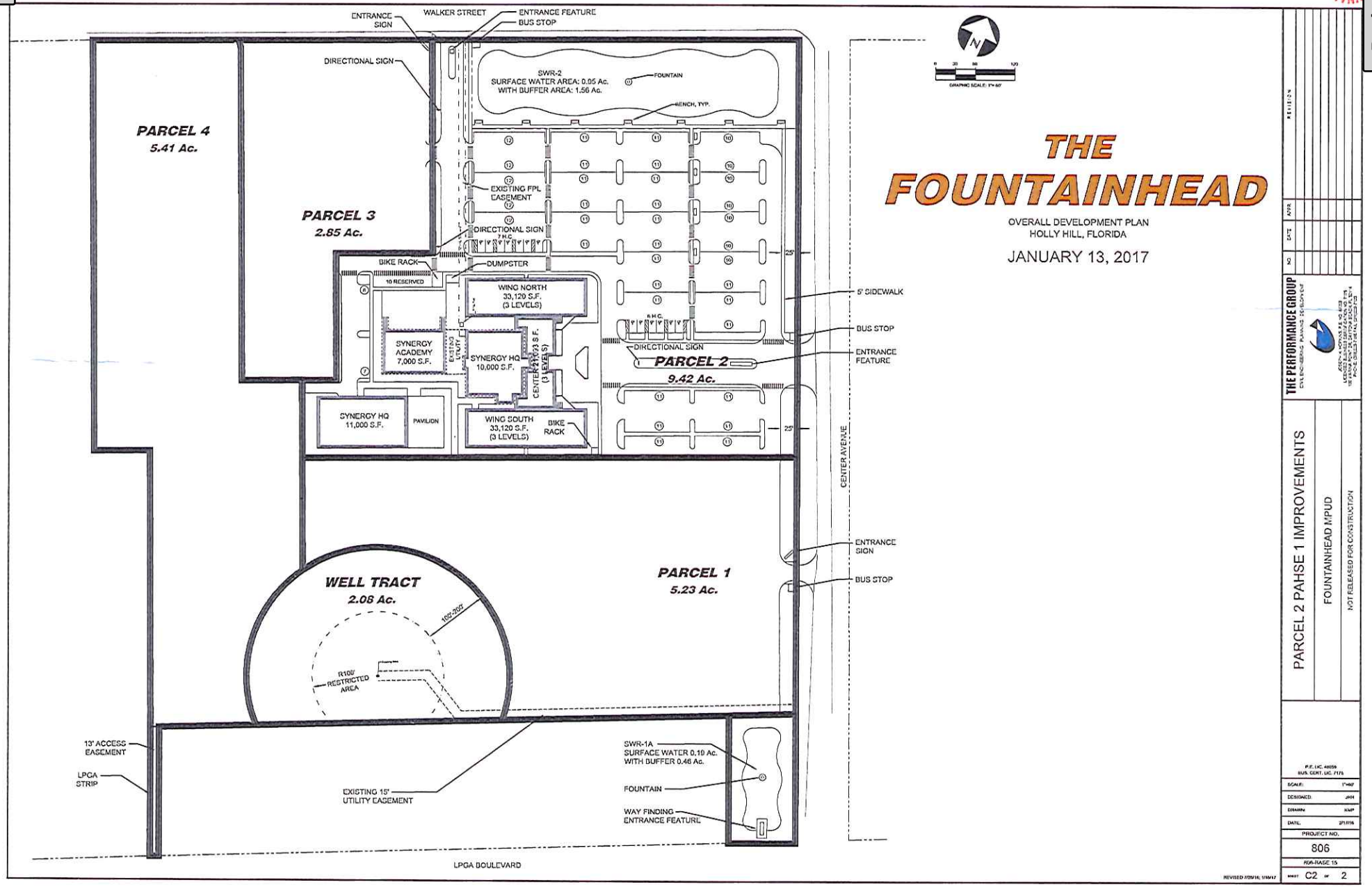
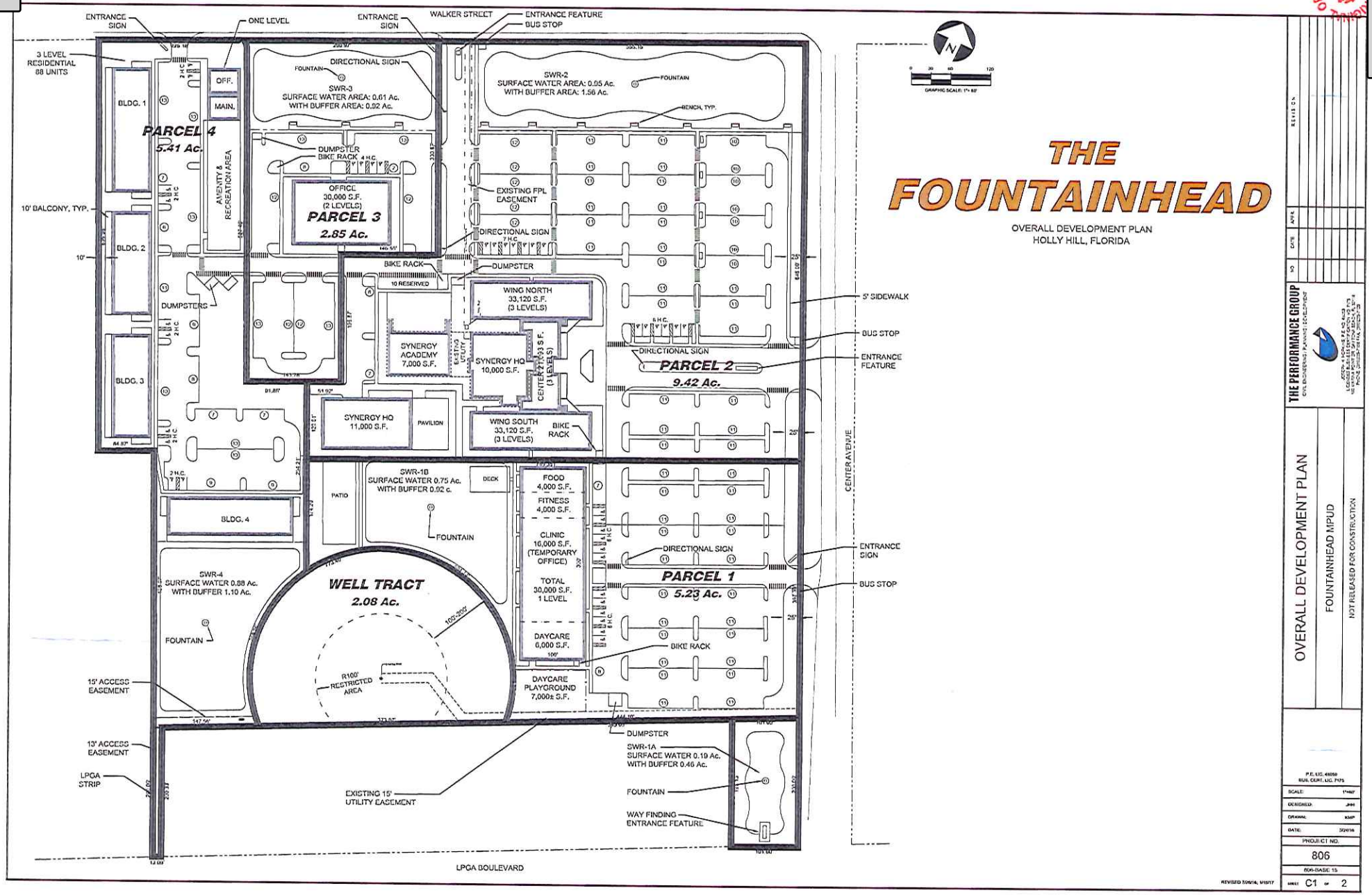

ENTRANCE SIGN
WALKER STREET
ENTRANCE FEATURE
BUS STOP
DIRECTIONAL SIGN
SWR-2
SURFACE WATER AREA: 0.05 Ac.
WITH BUFFER AREA: 1.56 Ac.
FOUNTAIN
BENCH, TYP.
PARCEL 4
5.41 Ac.
EXISTING FPL EASEMENT
PARCEL 3
2.85 Ac.
DIRECTIONAL SIGN
BIKE RACK
DUMPSTER
10 RESERVED
WING NORTH
33,120 S.F.
(3 LEVELS)
SYNERGY ACADEMY
7,000 S.F.
SYNERGY HQ
10,000 S.F.
CENTER
(3 LEVELS)
SYNERGY HQ
11,000 S.F.
PAVILION
WING SOUTH
33,120 S.F.
(3 LEVELS)
BIKE RACK
DIRECTIONAL SIGN
PARCEL 2
9.42 Ac.
5' SIDEWALK
BUS STOP
ENTRANCE FEATURE
CENTER AVENUE
ENTRANCE SIGN
BUS STOP
PARCEL 1
5.23 Ac.
WELL TRACT
2.08 Ac.
100'-200'
R100'
RESTRICTED AREA
13' ACCESS EASEMENT
LPGA STRIP
EXISTING 15' UTILITY EASEMENT
SWR-1A
SURFACE WATER 0.10 Ac.
WITH BUFFER 0.46 Ac.
FOUNTAIN
WAY FINDING ENTRANCE FEATURE
LPGA BOULEVARD
THE FOUNTAINHEAD
OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA
JANUARY 13, 2017
THE PERFORMANCE GROUP
PARCEL 2 PAHSE 1 IMPROVEMENTS
FOUNTAINHEAD MPUD
NOT RELEASED FOR CONSTRUCTION
806
C2
2



THE FOUNTAINHEAD

OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

OVERALL DEVELOPMENT PLAN
FOUNTAINHEAD MPUD
NOT RELEASED FOR CONSTRUCTION

SCALE:	1"=60'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	3/24/16
PROJECT NO.	806
806-BASE 15	
SHEET	C1 OF 2

REVISED 7/26/16, 1/10/17

Exhibit G – Option Contract Form

Attachment: Incentive Agmt with Fountainhead - January 27, 2017 (3809 : First Amendment to the Incentive Agreement with Fountainhead

ORIGINAL ORIGINAL

Vacant Land Contract
FLORIDA ASSOCIATION OF REALTORS®

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: The City of Holly Hill, a Florida municipal corporation ("Seller")
and Fountainhead Developers, LLC, a Florida limited liability company ("Buyer")
agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: NA
Legal Description: LOT 1 FOUNTAINHEAD MB 58 PG 91

including all improvements and the following additional property: NA

PRICE AND FINANCING

2. PURCHASE PRICE: $ 313,800.00 payable by **Buyer** in U.S. funds as follows:

(a) $ 0.00 Deposit received (checks are subject to clearance) on _____, _____ by _____ for delivery to _____ ("Escrow Agent")
Signature *Name of Company*
(Address of Escrow Agent) _____
(Phone # of Escrow Agent) _____

(b) $ 0.00 Additional deposit to be delivered to Escrow Agent by _____, _____ or _____ days from Effective Date (10 days if left blank).

(c) 0.00 Total financing (see Paragraph **3** below) (express as a dollar amount or percentage)

(d) $ 100,000.00 Other: Credit at closing per Amendment to Redevelopment Incentive Agreement

(e) $ 213,800.00 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☑ **(f)** (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☑ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be $ 60,000.00 per unit based on a calculation of total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph **8(c)** of this Contract. The following rights of way and other areas will be excluded from the calculation: NA

3. CASH/FINANCING: (Check as applicable) ☑ **(a) Buyer** will pay cash for the Property with no financing contingency.
☐ **(b)** This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
☐ **(1) New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
☐ **(2) Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

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option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

❑ **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month including principal, interest, ❑ taxes and insurance and having a ❑ fixed ❑ other (describe) _____

interest rate of _____% which ❑ will ❑ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on July 12, 2022 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph **17**. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph **8**)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):

☑ **(1)** The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☑ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ❑ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ❑ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

❑ **(2) Seller** will provide an abstract as specified in Paragraph **8(a)(2)** as title evidence. ❑ **Seller** ❑ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

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if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments ❑ **Buyer** ❑ **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is $300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

(g) 1031 Exchange: If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: *(check **(1)** or **(2)** below)*

❑ **(1) Feasibility Study: Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for _____ _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer,** its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer,** its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☑ **(2) No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer.** This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer.** Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as allowed by the applicable zoning : covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller,** then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to **Seller,** within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller,** within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

❑ **Buyer** waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) Force Majeure: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's** deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph **14**. **Seller** will also be liable to Broker for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **14**; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). **Buyer** and **Seller** will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) All other disputes: Buyer and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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ESCROW AGENT AND BROKER

15. ESCROW AGENT: **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises **Buyer** and **Seller** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2)** Broker's performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)** products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

NA — *Selling Sales Associate/License No.* _____ | NA — *Selling Firm/Brokerage Fee: ($ or % of Purchase Price)* _____

NA — *Listing Sales Associate/License No.* _____ | NA — *Listing Firm/Brokerage fee: ($ or % of Purchase Price)* _____

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

(a) Redevelopment Incentive Agreement ("RIA") between the Parties effective January 27, 2017shall remain in full force and effect, and this Contract shall not serve to alter, waive, or amend the terms and conditions of the RIA, except that Seller and Buyer understand and agree that an Amendment to the RIA shall be executed simultaneous with this Contract in order to reflect the $100,000 credit indicated paragraph 2.d. above (Line 25).

(b) In the event of a conflict between this Agreement and the RIA, the terms of the RIA shall govern.

(c) Revocation or cancellation of this Contract, regardless of the reason, shall not serve to alter, waive, or terminate the Buyer's option to purchase the Property as provided for in the RIA.

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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Attachment: Vacant Land Contract - Fountainhead Developers LLC - LOT 1 (3809 : First Amendment to the Incentive Agreement with

359* _____
360* _____
361* _____
362* _____
363* _____
364* _____
365* _____
366* _____
367* _____
368* _____
369* _____
370* _____
371* _____
372* _____
373* _____
374* _____
375* _____

376 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.**

377 OFFER AND ACCEPTANCE

378* (**Check if applicable:** ☑ **Buyer** received a written real property disclosure statement from **Seller** before making this Offer.)
379 **Buyer** offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by **Seller** and a
380* copy delivered to **Buyer** no later than 5 ❑ a.m. ☑ p.m. on June 29, 2022, this offer will be
381 revoked and **Buyer's** deposit refunded subject to clearance of funds.

382 COUNTER OFFER/ REJECTION

383* ❑ **Seller** counters **Buyer's** offer (to accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a
384 copy of the acceptance to **Seller**. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
385* the date the counter is delivered. ❑ **Seller** rejects **Buyer's** offer.

386* Date: _____ **Buyer**: _____
387* Print name: _____

388* Date: _____ **Buyer**: _____
389* Phone: _____ Print name: Fountainhead Developers, LLC - M. Jayson Meyer, Manager
390* Fax: _____ Address: 1200 Synergy Way, Holly Hill, Florida 32117
391* E-mail: _____ _____

392* Date: _____ **Seller**: _____
393* Print name: _____

394* Date: _____ **Seller**: _____
395* Phone: _____ Print name: City Commission of the City of Holly Hill - Chris Via, Mayor
396* Fax: _____ Address: 1065 Ridgewood Avenue, Holly Hill, Florida 32117
397* E-mail: _____ _____

398* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the final offer or counteroffer.)**

399* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.
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Attachment: Vacant Land Contract - Fountainhead Developers LLC - LOT 1 (3809 : First Amendment to the Incentive Agreement with

FIRST AMENDMENT TO THE FOUNTAINHEAD DEVELOPERS, LLC REDEVELOPMENT INCENTIVE AGREEMENT

THIS AMENDMENT TO THE FOUNTAINHEAD REDEVELOPMENT INCENTIVE AGREEMENT is made this 28th day of June 2022, by and between **Fountainhead Developers, LLC**, a Florida limited liability company ("Owner"), and the **CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY and the CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Owner and the City entered into that certain Development Agreement (the "Development Agreement") dated March 30th, 2017, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement; and

WHEREAS, Owner and City entered into an agreement to modify certain provisions of the as minor amendments to the Development Agreement, specifically Exhibit C thereto, pursuant to the First Minor Amendment to the Fountainhead Developers, LLC Mixed Used Planned Unit Development (MPUD) Development Agreement dated November 12, 2021 (MPUD First Minor Amendment); and

WHEREAS, Owner and City entered into a Redevelopment Incentive Agreement effective January 27, 2017 ("Incentive Agreement"), which included the same Exhibit C and Owner and City desire to amend Exhibit C to the Incentive Agreement to be consistent with the MPUD First Minor Amendment; and

WHEREAS, Owner and City have differing positions regarding the meaning of a certain provision in the Incentive Agreement, specifically the $190,000 credit referenced in Paragraph 8 of the Incentive Agreement; and

WHEREAS, Owner and City have reached a mutually acceptable resolution of the aforementioned issue with Paragraph 8 that requires an amendment to the Incentive Agreement to implement;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owner and City mutually agree to the following changes made to Exhibit C in said Incentive Agreement:
   - Building E containing 6,475 square feet is new.
   - Building D has been reduced in size from 11,000 square feet to 4,560 square feet.
   - The retention pond on the northeast corner is larger.
   - There is increased parking on the south extending onto parcel 1.
   - The pavilion east of Building D is the location of a future plaza area.

Attachment: First Amendment to Fountainhead Redevelopment Incentive Agreement (2) (3809 : First Amendment to the Incentive Agreement

- The original Exhibit C shows 28,000 square feet of building development in Phase I. The proposed Exhibit C shows 27,976 square feet in Phase I. An interior mezzanine of 1,434 square feet is shown on the amended exhibit.
- At LPGA and Center, the pond, the pond fountain, and signage have been replaced with a larger monument sign and the pond has been eliminated.
- The bike rack and dumpster north of Building C have been relocated.

3. The attached **EXHIBIT C (AMENDED),** replaces in its entirety, Exhibit C as shown in the original Incentive Agreement.

4. Owner and City mutually agree that paragraph 8 of the Incentive Agreement shall be amended as follows:

   8) Notwithstanding the forgoing provisions of this Part One, Developer shall receive a $100,000 ~~$190,000.00 shall be used as a~~ credit towards the purchase price ~~of the Developer acquiring~~ for Parcel 1. This $100,000 shall be applied at closing on Parcel 1 and shall reduce the funds due at closing accordingly. Parcel 1 shall be acquired by the Developer after meeting the criteria below which shall be closed simultaneously with the first payment of the New Employee Incentive. ~~The$190,000 used as a credit towards the purchase price~~ The balance of the funds paid at the closing on Parcel 1 shall remain in the New Employee Incentive fund. The first payment of the New Employee Incentive shall be conditioned upon (a) the completion and certificate of occupancy being issued for all of Phase l, Parcel 2 as identified on Exhibit C; and (b) the headquarters and all employees of Synergy Billing, I.LC being permanently located to the Phase 1, Parcel 2.

IN WITNESS WHEREOF, the undersigned parties hereby agree to the above terms and conditions of this Amendment to the Fountainhead Developers, LLC Redevelopment Incentive Agreement.

ATTEST:

CITY COMMISSION OF THE CITY OF HOLLY HILL,
a Florida municipal corporation

_____
Valerie Manning, City Clerk

_____
Chris Via, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2022 by _____ , who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[SEAL]

_____
Notary Signature

Attachment: First Amendment to Fountainhead Redevelopment Incentive Agreement (2) (3809 : First Amendment to the Incentive Agreement

OWNER

WITNESSES:

FOUNTAINHEAD DEVELOPERS, LLC
a Florida limited liability company

By: _____
M. Jayson Meyer
Manager

_____

_____
(Name Printed or Typed)

_____

_____
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2022 by _____ , who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[SEAL]

_____
Notary Signature

Attachment: First Amendment to Fountainhead Redevelopment Incentive Agreement (2) (3809 : First Amendment to the Incentive Agreement

EXHIBIT C (AMENDED)

Attachment: First Amendment to Fountainhead Redevelopment Incentive Agreement (2) (3809 : First Amendment to the Incentive Agreement

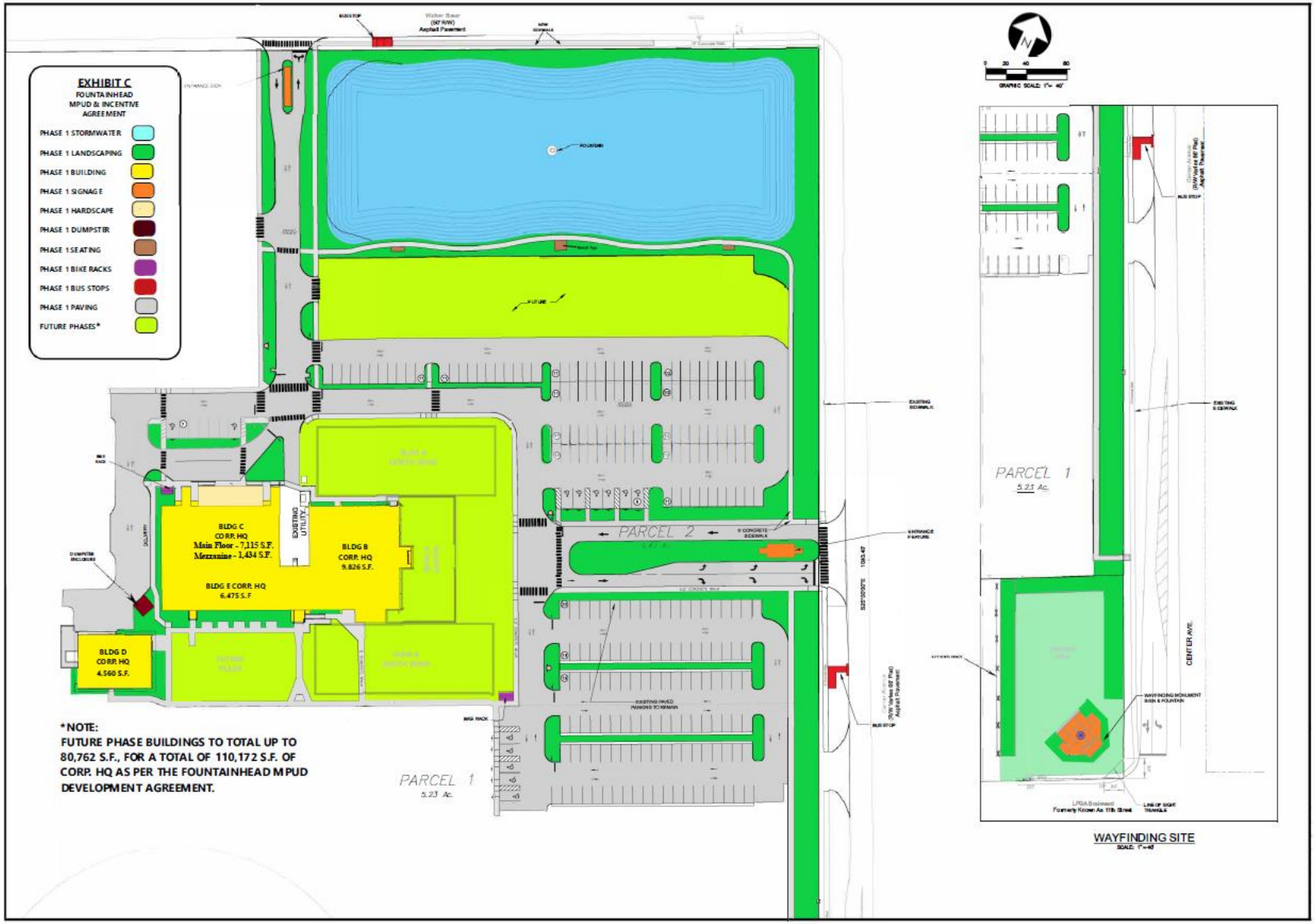


EXHIBIT C
FOUNTAINHEAD
MPUD & INCENTIVE
AGREEMENT
PHASE 1 STORMWATER
PHASE 1 LANDSCAPING
PHASE 1 BUILDING
PHASE 1 SIGNAGE
PHASE 1 HARDSCAPE
PHASE 1 DUMPSTER
PHASE 1 SEATING
PHASE 1 BIKE RACKS
PHASE 1 BUS STOPS
PHASE 1 PAVING
FUTURE PHASES*
BLDG C
CORP. HQ
Main Floor - 7,115 S.F.
Mezzanine - 1,434 S.F.
BLDG B
CORP. HQ
9,826 S.F.
BLDG E CORP. HQ
6,475 S.F.
BLDG D
CORP. HQ
4,560 S.F.
EXISTING UTILITY
PARCEL 2
PARCEL 1
5.23 Ac.
*NOTE:
FUTURE PHASE BUILDINGS TO TOTAL UP TO
80,762 S.F., FOR A TOTAL OF 110,172 S.F. OF
CORP. HQ AS PER THE FOUNTAINHEAD MPUD
DEVELOPMENT AGREEMENT.
PARCEL 1
5.21 Ac.
CENTER AVE.
WAYFINDING SITE

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ATTACHED VACANT LAND SALES CONTRACT SELLING CERTAIN PROPERTY TO FOUNTAINHEAD DEVELOPERS, LLC AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE NECESSARY CLOSING DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to an Incentive Agreement between the City of Holly Hill and Fountainhead Developers, LLC, Fountainhead has the right to purchase this parcel of property under certain terms and conditions; and

WHEREAS, the City Commission hereby approves the attached Vacant Land Sales Contract.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the attached Vacant Land Sales Contract and authorizes the Mayor or City Manager, to execute the Contract and all closing documents.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

Attachment: Fountainhead Parcel 1 Sale Resolution (3809 : First Amendment to the Incentive Agreement with Fountainhead Developers)

APPROVED AND AUTHENTICATED on this 28th day of JUNE, 2022.

Attachment: Fountainhead Parcel 1 Sale Resolution (3809 : First Amendment to the Incentive Agreement with Fountainhead Developers)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 28, 2022**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 175 14Th Street**
NUMBER: **(ID # 3802)**
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 175 14th Street, Holly Hill, FL 32117. (The property is currently owned by Florida trust Services, LLC, Kevin Strickler MGR giving authority to act to Arthur Botting).

An order of non-compliance was signed by the Special Master on May 14, 2020. The Order determined a Finding of Fact and Conclusion of Law that the property was still in violation of IPMC 304.7 Roof, IPMC 304.1 Exterior Maintenance, City Code 114-727 Fence, and 26-21 (2) Trash. The property remained non-compliant until May 17, 2022.

The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien is $138,800.00 plus administrative costs.

The property is now in compliance and therefore, qualifies for a lien reduction.

I negotiated with the buyer of the property representing the owner for an agreed upon settlement reducing the lien from $138,800.00 to a payoff payment of **$14,825.19.**

Direct expenses to the City include:

Finance Dept.	$13.30 + 35% x1	=$19.95
Code Enforcement	$15.30 +35% x 8	=$165.24
Administrator fees		= $100.00
Total Admin Cost		**= $285.19**

Other fees.

Original Special Master Fines	$250.00 X1	= $250.00
Filing Fee		=$10.00
Release of lien fee		=$10.00
Grass cutting		=$ 390.0
Other fees total		**=$660.00**
TOTAL fees		**$945.19**
Plus 10% of original lien		**$13,880**
Total lien payoff		**$14,825.19**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$14,825.19.**

STAFF RECOMMENDATION:

Reduce the lien from $138,800.00 to the amount of **$14,825.19**. The City shall not release the $138,800.00 lien amount until payment has been received in the amount of **$14,825.19** no later than July 26, 2022. If the payment is not received by 5:00 PM on July 26, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an fine with administrative fees in the amount of **$14,825.19** payable no later than 5:00 PM on July 26, 2022. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 175 14th Street Lien Reduction (PDF)

Lien Reduction Request Information Sheet

Property Address: 175 14th Date Prepared: 5/21/2022

Owner of Property: Florida Trust Services, LLC

Date of Notice of Violation: 4/15/2020

Violations:

1. IPMC 304.7 Roof Date of Compliance 5/17/22 Exhibit A
2. IPMC 304.1 Exterior Maint. Date of Compliance 5/17/22 Exhibit A
3. 114-727 Fence Date of Compliance 5/17/22 Exhibit A
4. 26-61 (2) Trash Date of Compliance 5/17/22 Exhibit A
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 5/14/2020 Daily Fines Start Date: 6/22/2020

Daily Fines of $ 200.00 for 694 days equals 138,800.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

390.00 Grass Cutting (140 in liens / 250 in invoices = 390)

250.00 Special Master Administrative Fine(s)

138,800.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

8 Code Enforcement Cost (Amount of Staff Hours: 8 + 1 for Joe + 1 for Brian

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

9/27/2018 1:51:36 PM Instrument #2018195751 #1 Book:7603 Page:762 Laura E. Roth, Volusia County Clerk of Court

Return To: (Enclosed Self Addressed Envelope)	
Name:	Jonathan McKinney
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s):	4242-50-04-0240

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Jonathan McKinney, Finance Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Hannelore Heiden
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Grass & Weed Cutting 8-27-18.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
W 110 FT OF N 75.57 FT LOT 24 BLK 4 WALKERS HOLLY HILL MB 4 PG 158 PER OR 4665 PGS [redacted] PER OR 5342 PG 1430 PER OR 5620 PG 4023

175 14th Street, Holly Hill, FL 32117

owned by Hannelore Heiden

of a total value of Eighty Dollars ($80.00)
of which remains unpaid as of September 20, 2018.

Okalea Circelli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235031
Expires 7/20/2019

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Jonathan McKinney

Sworn to and subscribed before me this 20th day of September 2018.

_____
Notary Public

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

8/22/2017 1:57:38 PM Instrument #2017165504 #1 Book:7439 Page:2222 Laura E. Roth, Volusia County Clerk of Court

Return To: (Enclose Self Addressed Envelope	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-50-04-0240	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Hannelore Heiden
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Grass & Weed Cutting 7/31/17.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
W 110 FT OF N 75.57 FT LOT 24 BLK 4 WALKERS HOLLY HILL MB 4 PG 158 PER OR 4665 PGS [redacted] PER OR 5342 PG 1430 PER OR 5620 PG 4023
175 14th St., Holly Hill, FL 32117

owned by Hannelore Heiden

of a total value of Sixty Dollars ($60.00)
of which remains unpaid as of August 17, 2017

Okalea Circelli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235031
Expires 7/20/2018

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 17th day of August 2017

_____
Notary Public

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

9/16/2020 11:19:28 AM Instrument #2020175168 #1 Book:7911 Page:3437 Laura E. Roth, Volusia County Clerk of Court

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This Instrument Prepared by:	
Name:	Eleni Deligianis
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4242-50-04-0240

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and In accordance with a service with Hannelore Heiden Estate

Lienor furnished labor, services or materials consisting of:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on May 21, 2020, which remains unpaid.

Special Master Violation Fine: $50.00 per day per violation against this property. The four cited violations have not been corrected; the property has not come into compliance. $50.00 per day per violation fine, commencing on June 22, 2020.

Two grass cutting invoices, each $30.00, Total $60.00 which remains unpaid as of September 11, 2020.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
W 110 FT OF N 75.57 FT LOT 24 BLK 4 WALKERS HOLLY HILL MB 4 PG 158 PER OR 4665 PGS [redacted] PER OR 5342 PG 1430 PER OR 5620 PG 4023 PER OR 7570 PG 4407
175 14th St, Holly Hill FL 32117

owned Hannelore Heiden Estate of a violation fine total of Two Hundred Dollars ($200.00) per day; commencing on June 22, 2020 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars ($250.00), which remain unpaid as of September 11, 2020. Two grass cuttings totaling Sixty Dollars ($60.00), which remains unpaid as of September 11, 2020.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 11th of September, 2020.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

_____
Notary Public

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

MEMORANDUM

DATE: May 21, 2022

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 20-2895
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals ~~$139,050.00~~ 138,800 in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☒ FAILS
☒ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

(3) A request for a waiver of reduction in lien shall not be granted if the Board of City Commissioners has previously reduced the amount of the lien. This

☐ FAILS
☒ DOES NOT FAIL

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

Staff Findings: To the best of staff's knowledge, there has never been a request of the Board of City Commissioners to reduce the lien; therefore, the request does not fail the established guideline.

Joseph Forte
CITY Manager

☐ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

RECEIVED
MAY 20 2022 RC

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Arthur Botting, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s)

W 110 FT OF N 75.57 FT LOT 24 BLK 4 WALKERS HOLLY HILL MB 4
PG 158 PER OR 4665 PGS 2436-2441 PER OR 5342 PG 1430 PER OR 5620 PG 4023 PER OR 7570 PG 4407

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 130,050 for Case No. 20-2895, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Arthur Botting
Owner's Name

Owner's Signature

Owner's Name

Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 20 day of May, 2022.
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Arthur Botting, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of May, 2022.

FLORADDIE APONTE CRUZ
Notary Public - State of Florida
Commission # HH 014714
My Comm. Expires Aug 2, 2024

Floraddie Aponte Cruz
Notary Public in and for the County and State Aforementioned

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Arthur Botting, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced FL DL B 352-050-68-208-0 exp. 06/08/2026 as identification and did take an oath.

Date: 5/20/2022

FLORADDIE APONTE CRUZ
Notary Public · State of Florida
Commission # HH 014714
My Comm. Expires Aug 2, 2024

Floraddie Aponte Cruz

Notary Public

My Commission Expires 8/2/2024.

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

CITY OF HOLLY HILL

CASE # 20 - 2895

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: Florida Trust Services, LLC

Property Address: 4334 Highland Creek Dr. Plant City, FL 33567

Phone number(s) where you can be reached during the day:

Aurthur Bething → cell 386-227-7818

Is the property now in compliance? X YES ___NO

(If No, explain in detail)_____

_____

_____

_____

Are you claiming financial hardship? __YES X NO

Are you claiming medical hardship? __YES X NO

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: _____

Relationship: _____

I, Arthur Botting, 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:

Please read my attached statement.

Date: 5/20/22

Signed: Arthur Botting

Print Name: Arthur Botting

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

5/20/22

To whom it may concern

My name is Arthur Botting. My wife and I run a family business that identifies, purchases and renovates abandoned and blighted properties in the community, bringing up the neighborhoods and providing quality housing for hardworking families.

Toward the end of last year, we identified 175 14th St. in Holly Hill as derelict. The owner of the property, Hannelore Heiden, had passed and seemed to have no heirs.

Through public records and genealogy search, we found the owner did indeed have a son who had lived here in Florida but now lives in overseas.

With considerable cost, time and effort, we finally located her son in Berlin Germany.

We reached out to him and assisted him by helping him file and paying for the completion of a probate.

We also made arrangements to purchase the properties.

Upon doing a title search, we found out about the code violations.

We reached out and spoke to code officer Randy Ast regarding the liens. Randy informed us of the issues, including the fact that a squatter had been in the property trying to take ownership by "squatters rights," and that they had been the ones who had caused a majority of the violations.

Knowing that the heir was in no position to resolve the issues prior to closing, we took a leap of faith and paid the gentleman for the properties and began to work with Randy on resolving the issues.

It was at this time that we found that the attorney had made a mistake in the probate and the title had not transferred.

We had to basically restart the probate, get the documents resigned in Germany, and amend the filing with the court.

During this time, we still continued to work with Randy in resolving the issues and finally closed out the violations.

As of May 17th, the order has been signed by the judge and we finally are owners of the property.

We have gone to great lengths and have done all we can to work hand in hand with your code officers to turn a once blighted structure into a revived property that will soon be home to a deserving family.

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

We feel that we uphold the values of the city of Holly Hill, knowing that your code enforcement department is not in the business of just collecting liens, but is truly trying to keep up the city standards by working with owners to resolve issues thus keeping up the community.

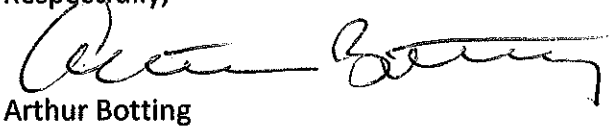
To that point, we request that you reduce the liens to hard costs, such as abatement liens which we know we will have to pay in full, and administrative costs.

We do not want this property to cost the city any money that it has incurred. However, we do not want to be charged for violations we did not commit but instead worked diligently to resolve in good faith.

Further, we would like to be an ongoing asset to the city, continuing to work with you in order to bring more and more properties into compliance.

Thank you for your time and consideration.

Respectfully,



Arthur Botting

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Authorization To Act

This form will allow the title owner's authorized representative to act on behalf of the title owner.

TO: Whom It May Concern

DATE: March 2, 2022

OWNER(S): Multiple Land Trusts with Florida Trust Services, LLC, as Trustee

PROPERTY ADDRESSES: See EXHIBIT "A"

I, Kevin Strickler, MGR of Florida Trust Services, LLC, which is Trustee of multiple land trust's that own the properties listed in EXHIBIT "A", currently located at 4334 Highland Creek Dr., Plant City, FL 33567 (*address of Trustee)*, in the County of Hillsborough, State of Florida, hereby authorize all parties to release, furnish, provide, exchange and request information related to my properties to:

Authorized Third Parties: Arthur Botting

And I hereby authorize the Authorized Third Parties to act on behalf of the land trust's for the benefit of the land trust's. Such actions may include but are not limited to: accessing properties, changing locks, removal of squatters, and hiring contractors.

Expiration of Authorization: This Authorization will remain valid until revoked in writing. This authorization may be revoked at any time by providing further written notice.

Kevin Strickler, MGR Florida Trust Services, LLC

03/02/2022
Date

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Prepared 5/21/22,10:58:01 Case Master Inquiry - (CEN200I001) Page
Program HTDFTAL Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA Case 20-00002895

Property Information
Address: 175 14TH ST
HOLLY HILL, FL 321172348
Location ID: 6468
PARCEL NUMBER: 4 2 42 50 04 0240
Short Parcel ID:
Zoning: R-3 R3 SFR - MEDIUM DENSITY
Subdivision:

Property Address Map
175 14TH ST HOLLY HILL,FL 321172348 .00 .00 X 424250040240 6468

Case General Information
Case status: CL CLOSED
Status date: 5/17/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 4/15/2020
Origination: OI OFFICER INITIATED
Default inspector: RSA RANDY AST
Credit balance: .00

Owner Information
Owner name: HANNELORE, HEIDEN
Address: 925 N PENINSULA DR
City: DAYTONA BEACH, FL 32118
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
ROOFS AND DRAINAGE	LI		1	4/15/2020	10/07/2020
EXTERIOR MAINTENANCE	LI		1	4/15/2020	10/07/2020
FENCE MAINTENANCE	LI		1	4/15/2020	10/07/2020
26-61 (2) SANITARY (TRASH)	LI		1	4/15/2020	10/07/2020

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date

No scheduled inspections exist

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
40	SPEC MAG ADM FEE	250.00	250.00	.00	6/22/2020		.00	250.00

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Prepared 5/21/22,10:58:01 Case Master Inquiry - (CEN200I001) Page
Program HTDFTAL Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA Case 20-00002895

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
	(Continued)								.00
50	SPEC MAG DAILY FINE	138800.00	138800.00	.00	6/22/2020	5/17/2022	200.00	.00	.00
70	PROPERTY MAINTENANCE FEE	390.00	390.00	.00	6/10/2020		.00	60.00	.00
		139440.00	139440.00	.00				310.00	.00

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Hannelore Heiden Estate, Owner

Respondent.

Parcel No. 4242-50-04-0240
Case No. 20-2895

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 14th of May 2020, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Hannelore Heiden Estate, Owner and Respondent of the property located at 175 14th Street, Holly Hill, Florida 32117 was issued a Violation Notice on the 15th of April, 2020 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 108.1.3 – Unfit for Human Occupancy – Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public; IPMC 604.1 – Electricity Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605 of the International property maintenance code; IPMC 505.1 – Connection to Water System. General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code; IPMC 602.1 – Heating Required. Heating facilities shall be provided in structures as required by this section; Section 62-27(a) – Business Tax Receipt. No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article; IPMC 304.7 - Roofs and Drainage. The roof and flashing shall be sound, tight and not

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance; IPMC 304.1 Exterior Maintenance. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; Section 114-727 – Fence Maintenance – (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality; and Section 26-61(2) Sanitary Nuisance. Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

At the hearing, the Code Enforcement Officer testified that Hannelore Heiden passed away on the 13th of April, 2018. The property previously had a business tax receipt but it was revoked when the applicant could not prove that they had the authority to apply for it. The home is currently occupied with vehicles parked at the residence. The property does not have an electric account and was observed using a generator. The home also shows the power head for electricity is cut off. The property does not have an active water or sewer account. The property does not have an approved heating system. There is no business tax receipt for this property. The roof, sidings, soffit, and fence all require repairs. There is an accumulation of trash and debris scattered across the property.

CONCLUSIONS OF LAW

That Owner and Respondent of the property located at 175 14th Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: IPMC 108.1.3 – Unfit for Human Occupancy – Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public; IPMC 604.1 – Electricity Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605 of the International property maintenance code; IPMC 505.1 – Connection to Water System. General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code; IPMC 602.1 – Heating Required. Heating facilities shall be provided in structures as required by this section; Section 62-27(a) – Business Tax Receipt. No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

required therefor and as provided in this article; IPMC 304.7 - Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance; IPMC 304.1 Exterior Maintenance. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; Section 114-727 – Fence Maintenance – (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality; and Section 26-61(2) Sanitary Nuisance. Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the violation of IPMC 108.1.3 Unfit for Human Occupancy – Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 604.1 – Electricity Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605 of the International property maintenance code, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 505.1 – Connection to Water System. General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 602.1 Heating Required. Heating facilities shall be provided in structures as required by this section, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 62-27(a) Business Tax Receipt. No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 304.7 - Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 304.1 Exterior Maintenance. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 114-727 – Fence Maintenance – (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 26-61(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature, is not brought into compliance within thirty (30) days from the date of this

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 21st day of May 2020, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest:_____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____day of _____, 2020 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Hannelore Heiden Estate
175 14th Street
Holly Hill, FL 32117

Hannelore Heiden Estate
925 N. Peninsula Drive
Daytona Beach, FL 32118

_____
Code Enforcement Official

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	5201198
Parcel ID:	424250040240
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	50 - 04 - 0240
Business Name:	
Owner(s):	HEIDEN HANNELORE EST - EST - Estate - 100
Mailing Address On File:	925 N PENINSULA DR DAYTONA BEACH FL 32118
Physical Address:	175 14TH ST, HOLLY HILL 32117
Building Count:	1
Neighborhood:	2214 - DIXIE PARK HOLLY HILL
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Homestead Property:	No
Agriculture Classification:	No
Short Description:	W 110 FT OF N 75.57 FT LOT 24 BLK 4 WALKERS HOLLY HILL MB 4 PG 158 PER OR 4665 PGS 2436-2441 PER OR 5342 PG 1430 PER OR 5620 PG 4023 PER OR 7570 PG 4407

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$147,743	$137,750	$125,543
Land Value:	$28,880	$19,855	$19,855
Just/Market Value:	$176,623	$157,605	$145,398

Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

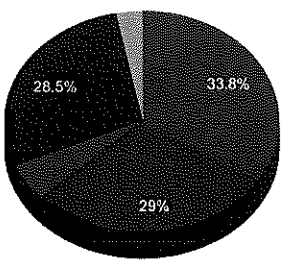
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$176,623	$176,623	$0	$176,623	1.5000	$264.93
0012	DISCRETIONARY	$176,623	$176,623	$0	$176,623	0.7480	$132.11
0011	REQ LOCAL EFFORT	$176,623	$176,623	$0	$176,623	3.5540	$627.72
0050	GENERAL FUND	$176,623	$138,228	$38,395	$138,228	5.3812	$743.83
0055	LIBRARY	$176,623	$138,228	$38,395	$138,228	0.5174	$71.52
0520	MOSQUITO CONTROL	$176,623	$138,228	$38,395	$138,228	0.1781	$24.62
0530	PONCE INLET PORT AUTHORITY	$176,623	$138,228	$38,395	$138,228	0.0845	$11.68
0058	VOLUSIA ECHO	$176,623	$138,228	$38,395	$138,228	0.2000	$27.65
0057	VOLUSIA FOREVER	$176,623	$138,228	$38,395	$138,228	0.2000	$27.65
0059	VOLUSIA FOREVER I&S 2005	$176,623	$138,228	$38,395	$138,228	0.0000	$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	$176,623	$138,228	$38,395	$138,228	0.0320	$4.42
0100	HALIFAX HOSPITAL AUTHORITY	$176,623	$138,228	$38,395	$138,228	0.9529	$131.72
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$176,623	$138,228	$38,395	$138,228	0.2189	$30.26
0200	HOLLY HILL	$176,623	$138,228	$38,395	$138,228	6.2500	$863.93
						19.8170	$2,962.03

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	$96.00	$96.00

Estimated Ad Valorem Tax:	$2,962.03
Estimated Non-Ad Valorem Tax:	$96.00
Estimated Taxes:	**$3,058.03**
Estimated Tax Amount without SOH/10CAP ⓘ	$3,596.14

Where your tax dollars are going:



School
County
Other
Municipality
Non-Ad Valorem

Previous Years Certified Tax Roll Values

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	$19,855	$137,750	$157,605	$125,662	$0	$125,662	$0
2020	$19,855	$125,543	$145,398	$114,238	$0	$114,238	$0
2019	$16,245	$117,899	$134,144	$103,853	$0	$103,853	$0
2018	$16,245	$98,908	$115,153	$94,412	$0	$94,412	$0
2017	$16,245	$81,422	$97,701	$85,829	$0	$85,829	$0
2016	$16,279	$62,904	$79,183	$78,026	$0	$78,026	$0
2015	$16,279	$57,453	$73,732	$70,933	$0	$70,933	$0
2014	$12,662	$55,021	$67,683	$64,485	$0	$64,485	$0
2013	$12,662	$45,961	$58,623	$58,623	$0	$58,623	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0101-IMP PVD THRU .49 AC	N	F-FRONT FOOT				76.0	110	400	$28,880
									Total Land Value:	$28,880

Building(s) - Residential

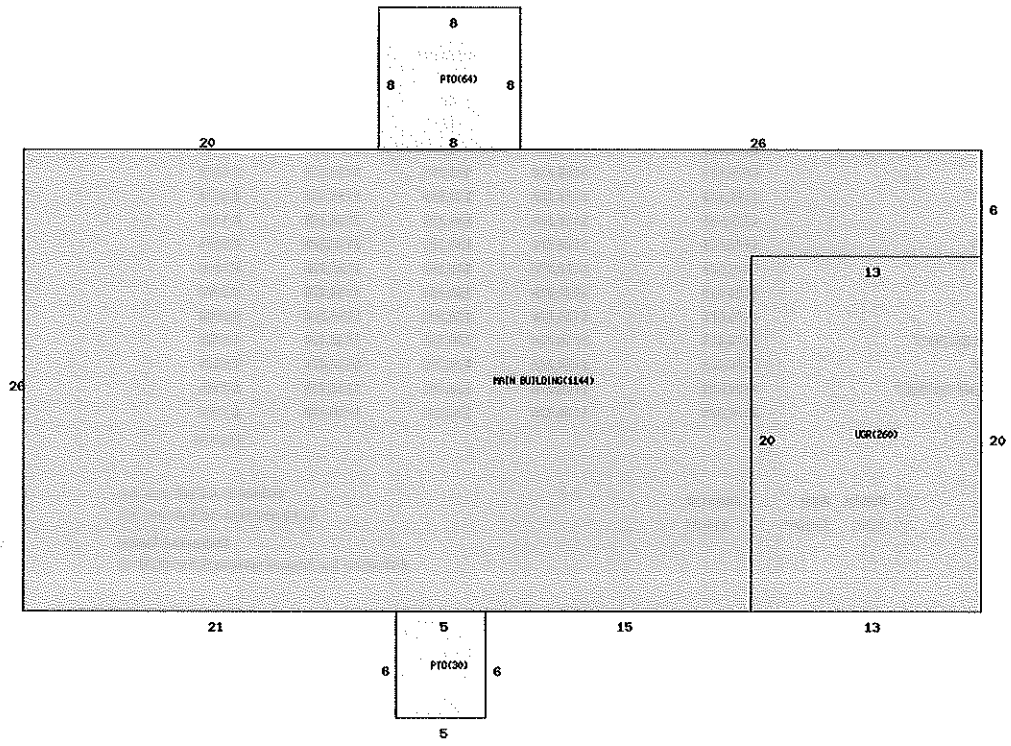
Card (Bldg) #: 1

Style:		**# Stories:**	1	**2 Fixture Baths:**	0
Description:	R1 - Single Family	**# Bedrooms:**	2	**3 Fixture Baths:**	2
Quality Grd:	300	**Floor Type:**	14 - CARPET	**4 Fixture Baths:**	0
Arch Design:		**Wall Type:**	3 - PLASTER	**5 Fixture Baths:**	0
Year Built:	1991	**Exterior Wall:**	17 - CONCRETE BLOCK STUCCO	**6 Fixture Baths:**	0
Total SFLA:	1,144			**7 Fixture Baths:**	0
HVAC:	Y - AIR CONDITIONING	**Foundation:**	3 - CONCRETE SLAB	**Add'l Fixtures:**	0
Heat Method:	6 - FORCED DUCTED	**Roof Cover:**	3 - ASPHALT SHINGLE		
Heat Source:	1 - ELECTRICITY	**Roof Type:**	14 - HIP		
		FPL:	/ /		

Total Building Value: $147,743

Additions to Base Area - Card (Bldg) #: 1

Description	Area	Year Built
MAIN BUILDING	1144	
Patio	64	
Unfinished Garage	260	
Patio	30	
Total Building Area	1,498	



Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved
8204 / 3236	2022036934	02/07/2022	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Detail by Entity Name

Florida Limited Liability Company
FLORIDA TRUST SERVICES LLC

Filing Information

Document Number	L19000043532
FEI/EIN Number	83-3735000
Date Filed	02/12/2019
Effective Date	02/11/2019
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	02/07/2020
Event Effective Date	NONE

Principal Address

4534 HIGHLAND CREEK DR
PLANT CITY, FL 33567

Changed: 02/07/2020

Mailing Address

4534 HIGHLAND CREEK DR
PLANT CITY, FL 33567

Changed: 02/07/2020

Registered Agent Name & Address

STRICKLER, KEVIN T
3014 N US HIGHWAY 301
SUITE 700
TAMPA, FL 33619

Authorized Person(s) Detail

Name & Address

Title MGRM

STRICKLER, KEVIN T
4534 HIGHLAND CREEK DR
PLANT CITY, FL 33567

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

Title AUTHORIZED SIGNOR

VORDERBURG, CHRISTOPHER A
3332 SILVERPOND DR
PLANT CITY, FL 33566

Annual Reports

Report Year	Filed Date
2020	02/20/2020
2021	01/13/2021
2022	04/03/2022

Document Images

04/03/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
02/20/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2020 -- LC Amendment and Name Change	View image in PDF format
06/27/2019 -- CORLCAUTH	View image in PDF format
02/12/2019 -- Florida Limited Liability	View image in PDF format

Attachment: 175 14th Street Lien Reduction (3802 : Request for Lien Reduction - 175 14Th Street)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 28, 2022**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction 1539 Center Ave.**
NUMBER: **(ID # 3805)**
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 1530 Center Ave, Holly Hill, FL 32117. (The property is currently owned by DEUTSCHE BANK NATL TRUST CO TR . All About Real Estate, LLC (Petru Pusta) is the proposed buyer and is intending to transfer the purchase agreement to Jimmy Van, LLC a Florida Limited Liability Company with an active status.

A Order of Non-Compliance was issued on September 17, 2019 to the property owner for violation of the International Property Maintenance Code IMPC 304.1 for exterior structure not maintained in good repair, structurally sound and sanitary, and IPMC 304.2 for protective treatment to exterior surfaces. The property remains non-compliant.

The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien is $94,100.00 plus administrative costs.

The property is not in compliance however, the proposed owner is willing to inter into an agreement to bring the property into compliance in exchange for a lien reduction, therefore qualifies for a lien reduction under the terms and conditions of the agreement.

I negotiated with the proposed buyer of the property representing the owner for an agreed upon settlement reducing the lien from $94,100.00 to a payoff payment of **$10,003.88.**

Direct expenses to the City include:

Finance Dept.	$13.30 + 35% x1	=$19.95

Code Enforcement	$15.30 +35% x 6	=$123.93
Administrator fees		= $100.00
Total Admin Cost		**= $243.88**

Other fees.

Original Special Master Fines	$250.00 X1	= $250.00
Filing Fee		=$10.00
Release of lien fee		=$10.00
Grass cutting		=$ 80.0
Other fees total		**=$350.00**

SUBTOTAL fees **$593.88**

Plus 10% of original lien **$9,410.00**

Total lien payoff **$10,003.88**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$10,003.88**

STAFF RECOMMENDATION:

Reduce the lien from $94,100.00 to the amount of **$10,003.88** . The City shall not release the $94,100.00 lien amount until payment has been received in the amount of **$10,003.88** no later than August 30, 2022. If the payment is not received by 5:00 PM on August 30, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an fine with administrative fees in the amount of **$10,003.88** payable no later than 5:00 PM on August 30, 2022. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1539 Center Ave. Lien Reduction Agreement (2) (DOCX)

HOLLY HILL
FLORIDA

AGREEMENT
Request to Reduce Lien.
1539 Center Ave.
Holly Hill, FL 3217

WHEREAS, the property located at 1539 Center Ave. Holly Hill, FL 32117, Parcel ID# 424222220100 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

WHEREAS, DEUTSCHE BANK NATL TRUST CO TR - 5720 PREMIER PARK DR WEST PALM BEACH FL 33407 is the owner of record of the Property.

WHEREAS, All About Real Estate, LLC - Petru Pusta (Buyer) is a wholesaler doing business in the State of Florida and is interested in buying and rehabilitating the Property and is currently under contract with an "AS IS" Purchase Agreement with a closing scheduled for Wednesday June 30, 2022. The contract will be a double closing to Jimmy Van, LLC who will be the signer to this agreement understanding the full terms and conditions of this agreement.

WHEREAS, A Order of Non-Compliance was issued on September 17, 2019 to the property owner for violation of the International Property Maintenance Code IMPC 304.1 for exterior structure not maintained in good repair, structurally sound and sanitary, and IPMC 304.2 for protective treatment to exterior surfaces.

WHEREAS, the City is willing to allow Buyer a reasonable period of time to refurbish the Property, not to exceed 180 days from the date of closing, to remedy all recorded code enforcement violations into compliance.

WHEREAS, the City is willing to reduce the lien to Buyer to an amount not to exceed **$10,003.88** and file a release of lien after the property is brought into compliance no later than 60 days following the closing.

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:

The City will receive payment from the closing through the title company, in the amount of **$ 10,003.88** as payment for the recorded lien for the violation. Case # 19-885 and #21-4311.

The City hereby agrees to release all liens under the new ownership of Buyer to an amount not to exceed **$10,003.88** and file a release of lien **after** the property is brought into compliance for the items listed in code cases #19-885 and #21-4311 no later than 180 days following the closing.

Attachment: 1539 Center Ave. Lien Reduction Agreement (2) (3805 : Request for Lien Reduction 1539 Center Ave.)

HOLLY HILL
FLORIDA

3) Buyer hereby agrees to:

a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.

b) Within 180 days of becoming the owner of the Property, the Buyer shall remedy the existing code violations and take other action necessary to correct the existing code violations bringing the property into compliance.

4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of $94,100.00 plus Administrative costs or pursue foreclosure.

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**	**Date**
By:_____	_____	_____
	Jimmy Van	
Title:_____	Jimmy Van, LLC	
Date:_____	Seller is the bank who will not sign.	

Attachment: 1539 Center Ave. Lien Reduction Agreement (2) (3805 : Request for Lien Reduction 1539 Center Ave.)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 28, 2022**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 645 Ridgewood Avenue**
NUMBER: **(ID # 3772)**
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 645 Ridgewood Ave, Holly Hill, FL 32117. The property is currently owned by 645 Ridgewood Retail, LLC (Daniel Moon).

An order of non-compliance was signed by the Special Master on august 25, 2021. The Order determined a Finding of Fact that the property was still in violation of one code under Section 26-61 for the accumulation of trash and litter. The property remained non-compliant until April 23, 2022.

The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property of which there was one violation. As of the request for a lien reduction, the amount of the lien was **$10,550.00** plus administrative costs.

The property is in compliance for these violations and therefore qualifies for a lien reduction.

I am recommending a lien reduction to **$1,589.53.**

Direct expenses to the City include:

Finance Dept.	$13.30 + 35% x1	=$19.95
Code Enforcement	$15.30 +35% x 7	=$144.58
Administrator fees		= $100.00
Total Admin Cost		**= $264.53**

Other fees.

Original Special Master Fines	$250.00 X1	= $250.00

Filing Fee		=$10.00
Release of lien fee		=$10.00
Other fees total		=$270.00
TOTAL	**fees**	**$534.53**

Plus 10% of original lien	$1,055.00
Total lien payoff	**$1,589.53**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$1,589.53.**

STAFF RECOMMENDATION:

Reduce the lien from $10,550.00 to the amount of **$1,589.53**. The City shall not release the $10,550.00 lien amount until payment has been received in the amount of **$1,589.53**no later than July 22, 2022 If the payment is not received by 5:00 PM on July 22, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

Reduce the lien from $10,550.00 to the amount of **$1,589.53**. The City shall not release the $10,550.00 lien amount until payment has been received in the amount of **$1,589.53** no later than July 22, 2022. If the payment is not received by 5:00 PM on July 22, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

HISTORY:

06/14/22 City Commission TABLED
Next: 06/28/22

Mr. Forte read through the staff report that was included in the agenda packet for this item. The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 645 Ridgewood Ave, Holly Hill, FL 32117. (The property is currently owned by 645 Ridgewood Retail, LLC (Daniel Moon). An order of non-compliance

was signed by the Special Master on august 25, 2021. The Order determined a Finding of Fact that the property was still in violation of one code under Section 26-61 for the accumulation of trash and litter. The property remained non-compliant until April 23, 2022. The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property of which there was one violation. As of the request for a lien reduction, the amount of the lien was $10,550.00 plus administrative costs. The property is now in compliance for these violations and therefore qualifies for a lien reduction. Mr. Forte mentioned that he was recommending a lien reduction to $1,589.53 and that he **DID NOT** come into an agreement with Mr. Moon, who is here this evening in the audience and may want to speak about this. Mr. Forte informed the Vice Mayor and Commissioners that this is the normal analysis and process he uses in determining what a reduction in lien should cost. This would have to be paid by 5:00 PM on July 15, 2022.

Vice Mayor Penny asked Mr. Walker, City Planner, are there any other current code violations on this property?

Mr. Walker stated not that have…not that have remained unresolved. No.

Vice Mayor Penny stated he was under the impression that there are current code violations, they just haven't gone to the Special Master yet.

Mr. Forte stated the property has been cited for other violations unrelated to this lien reduction.

Mr. Walker stated so, the remaining violations on the property with regard to debris, it was brought to his attention, was resolved today. That Waste Pro had gone out today and had done a large cleaning in terms of the piles of debris. Waste Pro was supposed to come back a second time because the first round was not adequate. In speaking with the Code Officer this afternoon, he said that he expected that once that second sweep went through and they were supposed to come back this afternoon, that the Code violations would be resolved. So, are there open violations? Yes. But it's his understanding that they have been resolved today, which would mean they would have been closed today.

Vice Mayor Penny asked aren't there electrical issues and some other Code violations also?

Mr. Walker stated if there are electrical and other Code violations that are in addition to the trash and debris, that's possible but those have not been brought to his attention.

Vice Mayor Penny stated okay, thank you.

Vice Mayor opened public participation.

Daniel Moon, owner of 645 Ridgewood Avenue, the applicant for the reduction of lien request, spoke to the Vice Mayor and City Commissioners at this time and explained the violations and the issues that he had on the property. He wasn't aware of the lien on the property or the violations. He has leased the property now and he is asking for the city to work with him on the lien.

Commissioner Currie stated I understand that you may be out of town a lot if you're building other restaurants but do you have a manager at your store?

Mr. Moon stated, yes but they don't open mail, they're not authorized.

Commissioner Currie stated so you have nobody to oversee your operations while you're gone sometimes?

Mr. Moon stated he does. He has several people overseeing that.

Vice Mayor Penny asked do they drive pass the parking lot and see the piles of debris that were there for a month after it was cleaned and piled there?

Mr. Moon stated that was a Waste Pro issue. He doesn't know why they didn't pick up the rest of the stuff. Maybe it was a little bit further into the property.

Commissioner Currie stated if she may, it may be Waste Pro's issue for not picking it all up for Mr. Moon but as a business owner or resident, it's our responsibility to make sure it gets done and if it didn't, we call them and say, "why wasn't this completed or all picked up, we need you to come back out here and pick it up and stay on top of it". Commissioner Currie stated her problem is there is, apparently, no oversight, she doesn't know what the dilemma is. Did you attend the Special Master hearing or did someone attend the Special Master hearing for you? Commissioner Currie asked if Mr. Walker, the City Planner, could come forward and speak on that for a few minutes on the timeline on how long this had been going on.

Mr. Walker stated the actual notice went out on June 16, 2021, the city didn't hear anything. On July 2, 2021 a notice of violation went out and again, no response. On August 2, 2021 a notice to appear was mailed by certified mail and posted at the property on August 5, 2021. On August 19, 2021 there was a Special Master meeting and no one showed up. On August 26, 2021 the Special Master's Orders were received and signed. On November 24, 2021 the lien letter was sent to Mr. Moon informing him of the fact that a lien was going to be placed on the property. On December 16, 2021 the lien was recorded. The property did not come into compliance until April 2022.

Commissioner Currie thanked Mr. Walker. She is sure as much as Mr. Moon travels, he had to have been there a few times during that whole period to have received notice. She is letting Mr. Moon know that Mr. Forte is being nice to him in bringing the Commission the typical conclusion to a lien. Most of the time I don't really have a problem voting for Mr. Forte's suggestions and I can tell you, Mr. Moon, I am very tempted to not vote for this one but I am willing to. There's no way I am going to agree to let you pay less than the $1500 because you were very aware of what was going on. I know that you might be busy and traveling but there was a good chunk of time there and I know you had to have been in town at least once a month to check on your business and do what you have to do. Commissioner Currie stated she thinks this just went neglected because most people don't take Code Enforcement serious.

Mr. Moon stated, no. That's not the case. This was in the heart of COVID-19, right?

Commissioner Currie stated and the city is giving you a break by only making you pay $1500 of the lien. That's how she feels.

Mr. Moon stated the only reason he is here, like he said, it's been extremely difficult the last couple of years. Extremely difficult. Restaurants…he doesn't know how many closed or how many are in this area but we remained open. We've been in COVID for two years.

Commissioner Currie stated she understands. The economy is doing a lot better now.

Mr. Moon stated and that's the good news. It's great news.

Commissioner Currie stated it's great that you're opening up another restaurant, I'm happy to see that.

Mr. Moon stated it's $1500…

Commissioner Currie informed Vice Mayor Penny that she wasn't going to get into a dispute with Mr. Moon.

Mr. Moon stated it's $1500…it's difficult for him to swallow that knowing that he carried that property for 7 to 8 years, he tried to lease the property, he still can't give the property away. He finally got someone to lease it. Again, he thinks it's a win-win at the end of the day.

Vice Mayor Penny asked was the grass cut today?

Mr. Moon stated he doesn't know.

Vice Mayor Penny stated here's what he would ask the Commission to do. He would ask that the Commission table this concern until the next regularly scheduled Commission meeting so that I can feel confident that there aren't any other current Code violations. When I drove pass it today the grass is 16 inches tall, it's full of weeds. I drove pass that around 2:00 PM and maybe Waste Pro came by once but they haven't come by the second time. In good conscience, I can't address this lien knowing that there may be possible other concerns that the citizens have to drive past. I know that it's a tough time for restaurants but we're trying to improve our city one business at a time. Maybe if the property was cleaner Mr. Moon could have leased it a lot sooner. But to chop down a bunch of stuff and throw it on the side of the road, nobody thinks Waste Pro will pick up that much. You have to call them and arrange a special pick up and pay for that pick up. He is not going to discuss it with Mr. Moon.

Mr. Moon stated he is refinancing the property and I need to know today.

Commissioner Currie stated well, that's what we're doing. This is all a part of the process.

Mr. Moon stated the property is leased now, it's not his responsibility. I have a full lease with a tenant so he's responsible.

Commissioner Currie stated actually, the ultimate responsibility in Code Enforcement issues comes back to you.

Mr. Moon stated it's his responsibility.

Commissioner Currie stated that's between you and him.

Vice Mayor stated let's not debate it, Commission. We've heard Mr. Moon, we've given him his five minutes to speak, I will give you two more minutes for a closing statement and then the Commission will take action on this issue.

Mr. Moon stated we opened up this business back in 2015 and with a lot of success, we put a good footprint with Holly Hill. Pre-COVID they were very busy. We had a lot of judges, doctors, physicians coming in. We are proud of what we've done with the city. He's not asking for a red carpet over at the restaurant be we've paid our dues for the last seven years and have helped the city and we're expanding now and that's the good news. All he is asking is…$1500 is a lot of money. He is asking for some kind of reduction so we can continue our partnership and continue to grow and make this city a better place not only for the residents but for other businesses. That's what the city wants. They want other businesses to look at ours and say they survived, they're doing well, let's check out Holly Hill.

Vice Mayor opened public participation. No one spoke.

Commissioner Johnson read Mr. Forte's recommendation for the lien reduction for this property.

Mr. Forte stated the original lien amount was $10,550.00 and when he added in the administrative costs and then 10% of that original lien it became to $1,589.53.

Commissioner Johnson stated so that's what the city is reducing it to, $1,589.53.

Commissioner Johnson made a motion to ***REDUCE THE LIEN TO $1,589.53, DIED FOR LACK OF A SECOND****.*

Commissioner Currie made a motion to ***TABLE THIS ITEM UNTIL THE NEXT SCHEDULED CITY COMMISSION MEETING ON JUNE 28, 2022 AT 6:00 PM****, seconded by Commissioner Johnson.*

Commissioner Currie ***WITHDREW HER MOTION TO HEAR WHAT MR. MOON HAS TO SAY AS FAR AS THE TWO-WEEK TIME FRAME LOOKS LIKE FOR HIM.***

Mr. Moon stated what he would like to suggest…how long will it take for the city to find out if there are any other Code violations?

Vice Mayor stated they just found out.

Mr. Moon stated if that's the case with those two items, I will have those items done in one week.

Vice Mayor stated so he'll be done in two weeks from now.

Mr. Moon stated if you reduce this right now to what I'm requesting or whatever the administrative fee is, I will pay. If it's $500, if it's $565 I'll pay this today, I'll pay that right now and in return the city will have both of those items done within one week and if they're not done in one week, he will pay the original lien. I will come back and pay the original lien for $10,550.00.

Vice Mayor Penny stated, did you hear that Mr. Forte? What Mr. Moon said if we reduce it to your recommendation tonight, he will pay it tomorrow…

Mr. Forte stated no, he didn't say that.

Commissioner Currie stated no, that's not what he's saying.

Mr. Moon stated Mr. Forte already told him what he owes is the $1,589.53 and I'm saying, no. That's too much. What I'm requesting right now is that I will make sure that these two existing violations will be cured in one week. In return, reduce the amount…let's just say 50%.

Vice Mayor Penny stated 50% of $10,000 is $5,000.

Mr. Moon stated no, of the $1,589.53.

Vice Mayor Penny stated, right but we've already reduced it by 85%.

Mr. Moon stated but what I'm requesting is reduce it 50%, he'll pay the $700 and he will make sure that these two additional, which is not even related to why we are here today, he will make sure that those additional violations will be fixed in one week, if not, I will pay the spread up to the $10,700.00.

Vice Mayor Penny stated, okay. Thank you.

Commissioner Currie made a motion to ***TABLE THIS ITEM UNTIL THE NEXT SCHEDULED CITY COMMISSION MEETING ON JUNE 28, 2022 AT 6:00 PM****, seconded by Commissioner Johnson.*

Vice Mayor Penny stated at that next meeting he would be in favor of reducing the lien to staff's recommendation of the $1,589.53.

Vice Mayor opened public participation. No one spoke.

PASSED, 3-1 (Danio, Nay)