CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JULY 12, 2016

City Commission Chamber	**Regular City Commission Meeting**	**7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATION - NONE

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - June 28, 2016 - Regular CC Meeting, Budget Workshop, R1 Setback Amendments

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

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. Halifax Humane Society Agreement

   (Requested by Valerie Manning, City Clerk)

2. Resolution Water System Improvements Between US1 and Riverside Drive - Phase II – Construction - Resolution 2016-R-24

   (Requested by Mark Juliano, Public Works)

3. Resolution Potable Water Well Generators - Resolution 2016-R-25

   (Requested by Mark Juliano, Public Works)

6. REGULAR AGENDA - NONE

7. PUBLIC HEARINGS - NONE

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

8. COMMUNICATIONS

a. City Manager & Staff Comments

1. River to Sea TPO FY 2016-2017 Funding Agreement

   (Requested by Valerie Manning, City Clerk)

2. Report Only Budget Amendments @ CM Level

   (Requested by Kurt Swartzlander, Finance)

b. City Attorney Comments
c. Mayor's Comments
d. District Commissioners Comments

9. ADJOURNMENT

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

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

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

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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**July 12, 2016**
FROM:	**Valerie Manning**
SUBJECT:	**Minutes - June 28, 2016 - Regular CC Meeting, Budget Workshop, R1 Setback Amendments**
NUMBER:	**(ID # 1374)**
APPLICANT:	
PLANNER:	

DISCUSSION:

Minutes from the June 28th following meetings: Budget workshop, Regular City Commission meeting and R1 Setback Amendments discussion with Board of Planning and Appeals.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve all three sets of minutes as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION.

- Minutes - June 28, 2016 - Regular City Commission meeting (PDF)

- Minutes - June 28, 2016 - Budget Workshop (PDF)
- Minutes - June 28, 2016 - R1 Setback Amendments with BOPA members (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 28, 2016

City Commission Chamber	Regular City Commission Meeting	7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

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

B. Invocation
Pastor Wiley Lowe from Holly Hill Church of Christ led the invocation.

C. Pledge of Allegiance to the Flag
Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION - NONE

3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:

David Heald, 1230 Riverside Drive, Holly Hill, shared his concerns and frustration pertaining to the house at 1238 Riverside Drive that in his opinion is an atrocity to the city and community. Mr. Heald showed pictures of the house that has painted all different colors that looks horrible and doesn't look good for the community. Mr. Heald asked the Mayor and Commissioners how can the city establish and maintain standards that protect property rights, yet also protect owners from visual pollution. Mr. Heald stated the house looks like the circus came to town and would hope that the city will be able to set a standard so that this doesn't happen again. Mr. Heald stated it looks hideous and its an atrocity to the neighbors to have to see that everyday.

4. APPROVAL OF MINUTES

1.

Minutes - June 14, 2016 - Regular City Commission & CRA Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 28th day of June, 2016, in Holly Hill

5. CONSENT AGENDA - NONE

6. REGULAR AGENDA - NONE

7. PUBLIC HEARINGS

1. Ordinance

Ordinance No. 2975 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article Ii (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

ORDINANCE

Enacted and approved this 28th day of June, 2016, in Holly Hill

8. COMMUNICATIONS

a. City Manager & Staff Comments

1. –DOC-2016-12

FDOT - Lighting, Maintenance & Compensation Agreement

(Requested by Valerie Manning, City Clerk)
No action needed; just FYI for the Mayor and Commissioners.

RESULT:	**CM COMMENTS**

2.

FLC Voting Delegate - 90Th Annual FLC Conference

(Requested by Valerie Manning, City Clerk)
There was consensus from the Mayor and Commissioners to appoint Commissioner Byrnes as the Voting Delegate for the upcoming 90th Annual Florida League of Cities Conference in August.

RESULT:	**CM COMMENTS**

b. City Attorney Comments
None.

c. Mayor's Comments
Congratulated Commissioner Currie for another two year term and congratulated Commissioners-Elect John Danio for District 3 and Chris Via for District 4; looking forward to working with them and wished Commissioner Byrnes the best of luck in August.

d. District Commissioners Comments
Commissioner Byrnes shared similar concerns about the house on Riverside Drive that Mr. Heald spoke about.
Commissioner Albert thanked the Commission for excusing her from the last meeting; congratulated all the candidates and wished Commissioner Byrnes good luck in August; appreciated the positivity that the Mayor has encouraged the Commission to focus on this year; shared her thoughts and concerns about the house on Riverside Drive as well.
Commissioner Currie congratulated the candidates and wished Commissioner Byrnes good luck in August; will not be at the next Commission meeting; and mentioned the house on Riverside Drive.
Commissioner Capers congratulated the candidates; thanked staff and finance for their hard work on the budget; mentioned the house on Riverside Drive.

9. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 28, 2016

City Commission Chamber	Budget Workshop	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

I. CALL TO ORDER

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

II. BUDGET PRESENTATIONS BY DEPARTMENTS

1.

Budget Workshop - HR, PD, FD, B&Z, IT, CM, CITY COMMISSION, FINANCE

(Requested by Valerie Manning, City Clerk)
Kurt Swartzlander, Finance Director presented the following budgets HR, PD, FD, B&Z, IT, CM, CITY COMMISSION, and FINANCE DEPARTMENT to the Mayor and City Commissioners. Staff was present if there were any questions. Mr. Swartzlander stated they received their numbers from the property appraisers office today so the second meeting in July they will be setting the preliminary tax rate which will go out on the notice of proposed property taxes in August and then the Commission will vote in September on the tentative and the final millage rates. Mr. Swartzlander stated he will begin with where the city's numbers came in at. The city's current rate is 7.1304 which was the same rate as they had the prior year and the roll back rate came in at 6.8949 where the rate went down 3.3%.

Mr. Forte stated as they talk about these numbers, staff has to come back with a proposed millage rate to go out on that trim notice in a very short window of time. Last year, if they remember, they ended up doing an increase to the millage rate and they also received an increase to the stormwater fee which was unexpected for the city to get both and through the Commission's guidance they were able to do that and accomplish a little more this current year than they had anticipated so that's good. This year, in tonight's meeting, they are doing an increase to local business tax receipts. His thoughts, the Finance Director has been working on this and the department heads have been working on this and they can bring back a balance budget to satisfy all the demands that the Commission has for them next year at the roll back rate. The roll back rate represents about $80,000 and his initial thought was to come in with a rate that is some where between roll back and current but try to get them through that ceiling of 7 mills and get them down to 6.95. The difference between that midway point and the rollback rate is about $40,000. Is it worth advertising a tax increase for $40,000 and if they're going to do $40,000 why don't they just do $80,000 and go to the current rate but he is still stuck with trying to get their number below that number seven mark. Its something to think about and they will need a decision on that soon. They can always go out with the current rate and they can always reduce it but you can't increase it. Just keep that in mind.

Mr. Swartzlander stated if all the taxing authorities go to rollback rate, the city's overall millage rate will be dropping from 23.1685 down to 22.0796 for a combined 4.70%. That's all the taxing authorities that impact the city so with the increase in property values, its an actual rollback rate. The city did not have a lot of new construction this year. That's the way they get growth in the city's revenue stream. They had $689,000 in new construction, taxable new construction. That's not a large number compared to some of the other cities. For example, Daytona Beach had $62 million in new construction, Holly Hill had $689,000. Daytona's revenue stream continues to grow. Holly Hill's stays rather flat. Unfortunately, Holly Hill's economy, in the State, is built on a growth model, the city is landlocked, its only 4.25 square miles, not a lot of new constructions so Holly Hill doesn't benefit from that growth model. That is where the city's rates are and wanted to give them a heads up. Staff just got these numbers yesterday and didn't get a chance to look at the numbers in detail. Mr. Swartzlander informed the Mayor and Commissioners the departments they would be going through tonight. The budgets, in detail, for the HR, PD, FD, B&Z, IT, CM, CITY COMMISSION, and FINANCE DEPARTMENT and the Capital Expenditures Proposed for FY2016-2017 *(some of these proposed expenditures are not up to date and will not be staying, some of them will be removed)* can be found on the website under the June 28, 2016 Budget Workshop session for each department discussed.

III. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 28, 2016

City Commission Chamber	Work Session	7:30 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

I. CALL TO ORDER

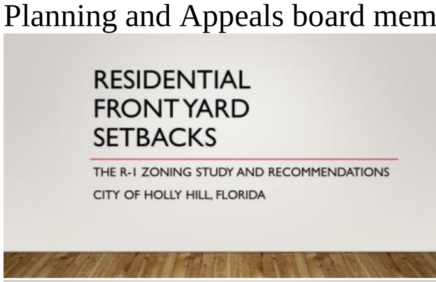
Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

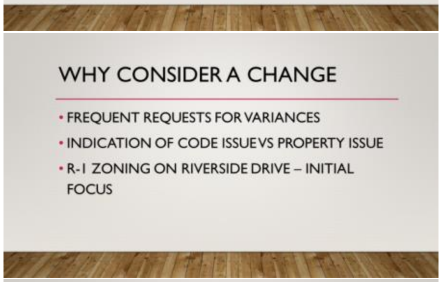
II. R1 SETBACK AMENDMENTS

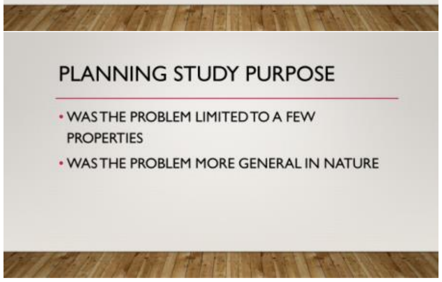
1.

R1 Setback Amendments

(Requested by Valerie Manning, City Clerk)
Tom Harowski showed a PowerPoint presentation to the Mayor, Commissioner and Planning and Appeals board members on the R1 Setbacks for discussion and direction.



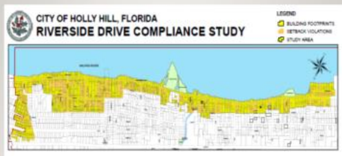




STUDY FINDINGS

- FRONT YARD SETBACK IS 35 FEET
- APPLIES TO BOTH YARDS ON A CORNER LOT
- ABOUT 50% OF R-1 ZONED LOTS FAIL

STUDY FINDINGS



STUDY FINDINGS

- COMPLIANCE FAILURE AFFECTS LOTS THROUGHOUT R-1 ZONED AREA
- CORNER LOTS SHOW MORE VIOLATIONS
- RIVERSIDE DRIVE FACING LOTS TEND TO HAVE SMALLER VIOLATIONS

OPTIONS TO CONSIDER

- BLANKET REDUCTION OF SETBACKS
- CREATE SIDE CORNER YARD / LESSER SETBACK
- APPLY AN AVERAGING SYSTEM
- CONSIDER REZONING
- MAKE NO CHANGE

BOPA RECOMMENDATION

- REDUCE R-1 FRONT YARD FROM 35 TO 30 FEET
  - REDUCES NUMBER OF VIOLATIONS
  - ALLOWS SOME MODEST AREA FOR REDEVELOPMENT
- CREATE SIDE CORNER LOT
  - REDUCES NUMBER OF VIOLATIONS
  - ALLOWS SOME AREA FOR REDEVELOPMENT
  - RIVERSIDE DRIVE IS ALWAYS THE FRONT YARD
  - APPLY TO OTHER SINGLE-FAMILY ZONING AS WELL

BOPA RECOMMENDATION

TABLE OF PROPOSED YARD REQUIREMENTS

YARD	R-1	R-2	R-3
Front	30	30	25
Side Corner	18	15	15
Side	10	8	7.5
Rear	30	20	20

BOPA RECOMMENDATION

- SIDE CORNER YARDS ARE ABOUT 60% OF STANDARD FRONT YARD
- SIDE CORNER YARD IS ABOUT 2X STANDARD SIDE YARD

Mayor Penny stated his personal opinion is he like option five, do absolutely nothing. He doesn't like variances and he's gone on the record and said that. His concern is that there is going to be unintended consequences with across the board changes like this. If you get in the image of your properties, at 10th Street and Riverside Drive, several years ago there was a house that was damaged by a hurricane and rebuilt very close to the setback and then the applicant came and wanted to build even closer into the setback the neighbors came and were outraged. Many of the side streets on Riverside Drive that go east and west are staggered where the house on the corner is farther from the side street and then as you go down the street they're staggered out and he believes they are staggered out intentionally to take advantage of the setbacks and the river view and the breeze. He thinks they would be hurting peoples property values next to the Riverside Drive properties, he lives next to a Riverside Drive property. Mr. Heald came before the Commission tonight and talked about what a monstrosity he lives next to and if the city reduces these things it might make situations like that even worse. If they were planning a brand new community, like they talked to Mr. Heald about, the city could put these restrictions in, change these things and plan the perfect little community but over the last hundred plus years the community has evolved. He believes most of the variances that came before the Commission that weren't self-imposed, were granted by this Commission. The difference is if they're self-imposed. Now some of these people that came before the Commission and have self-imposed hardships, may qualify for those hardships if we just arbitrarily change the borders. That's the way he personally feels about it. He doesn't want to discount hard work but he thinks this Commission in the past has been reasonable to look at these hardships and we've been harsh if they're self-imposed. The Commission has always helped people that are new owners and new to the community that didn't put themselves in this situation. He would like to do absolutely no harm and take them on a case-by-case basis.

Chris Via, Planning and Appeals board member stated, as Mr. Harowski stated the board worked very hard on this, at least five long meetings. Originally when it came up, the board wasn't looking to just make a rule, they weren't out just looking to do something but with the amount of variances that came before the board that were, in his opinion, were frivolous. Two feet, he believes, was one of the variances from the corner on Riverside Drive. The board decided to look into it. Let's see how many violations they had and when it came back to the board, that there was over 50% violations, the board decided to look into what they can do to make it more fair and to also reduce the burden on the citizens for the appeals process, the variance process because they have to jump through a lot of hoops, a lot of money to come before the board and then come before the Commission. The board was looking at solutions to help the citizens. The board talked a lot about the averaging and they thought it was a brilliant idea at first and then through talking it all the way out you end up realizing that the averaging ends up moving over time and it makes it a lot more difficult. When the board was going over it, they were looking at what would be fair and a fair assessment to make it as simple as possible and that's why the board went ahead and unanimously as the board they decided that by giving five feet to those homeowners that needed to build a porch and like in the one case where the two feet needed to come out and that's what the board was really working on.

There was many meetings where the board talked all sides of this; they talked it down, they talked it up. He feels really comfortable with what the board has come up with. He thinks with the side corner lots, he believes that its in the best interest of the homeowners and that's really what the board really wanted to do.

Mike Myer, Chairman of the Planning and Appeals board, stated the city's thirty-five foot setback is a burdensome setback. He works in a lot of cities, in John Anderson, in Ormond Beach and Volusia County, the front setback on John Anderson is thirty feet and Holly Hill has thirty-five setbacks on Riverside Drive. He understands the Mayor was talking about Mr. Freeze house and he agrees with him and the neighbors were raising cain, he remembers that well. Mr. Myer stated he thinks if they allowed Mr. Freeze a few extra feet onto the road side all of the neighbors would have been unhappy with the city, Mr. Freeze would have been happy because he would have gotten his portico. Mr. Myer stated he does believe that the city's thirty-five foot setback is burdensome.

Mayor Penny stated he agrees with Mr. Myer that the thirty-five foot is burdensome, he's concerned about the side yard setback on the corner lots. He might not feel so strongly if it was 30/30 because they are only going five feet but he is concerned with the neighboring properties of that corner lot that bought houses. His house is one of those houses and it was intentionally staggered out so he can look out his living room and if the city makes it eighteen feet, his neighbor who is constructing that house, he can build a garage. Mayor Penny stated he knows he's not entitled to a view but he's entitled to a view under the current rules that the city has and if we make that much less, if we go from thirty-five to eighteen, that's a big difference. There might be some wiggle room. He's not so much concerned about the front yard as he is with the side yard.

Mr. Myer stated he wasn't much in favor of the eighteen, he thought twenty was a better number but then the board thought eighteen was a better number so he agreed with them. As he looks on Riverside Drive, all around actually, as Mr. Harowski mentioned the other zoning districts, he paid particular attention driving home on Daytona Avenue and he thinks the city is in 50% violation on Daytona Avenue on those corner houses. They have the proper front yard setback on Daytona Avenue but the other side is not or vise-versa all the way up and down Daytona Avenue. Mr. Harowski's point that the board is reducing regulations, he thinks, is a good point. It's a viable point. Right now, half of Riverside Drive is in violation. He thinks the city should fix that. If their houses go down and they want to rebuild then they have to come to the board for a variance if they want to go back where they were. He thinks that's burdensome.

Mayor Penny stated and he agrees with him for that homeowner, he is concerned with the neighborhood. How does it affect the next neighbor? The neighbor that bought their house next to a house where it is, a normal person would assume that's where the house is going to be, you're not going to pick it up and move it out and if you can pick it up and move it out you are negatively affecting all the upland property owners.

Mr. Myer stated the Stangs are here tonight. They are the folks that had an issue because someone came to the board wanting a variance. They were about to build on a vacant lot just below Elizabeth, they had gone out as far as they wanted to go, the view of the river that they had going north was going to be lost so they were not much in favor of the Carters moving out and he recognizes that too.

Mayor Penny stated his concern is when we make changes like this, across the board changes, and don't look at them by individual by individual, there is going to be unintended consequences that none of them will think about until it happens and then we can't put that genie back in the bottle because we just arbitrarily made it and he truly believes that the variance, maybe the solution is make the variance issue easier to get through. Maybe make it less expensive for the variance. If the cost is prohibited then maybe they need to look at those costs. The Commission is looking at the budget right now. Maybe they need to streamline that variance issue. He would be much more comfortable with that solution.

Mr. Harowski stated just so the Commission is aware. About 2/3 of a residential variance is the cost to run the legal ad in the News-Journal.

Mayor Penny asked is there any other way to legally advertise? With the internet and social media and other papers in the area. Is the News-Journal the only source, legally?

Mr. Harowski stated his understanding is to qualify for running a legal ad in the newspaper has to publish five days a week. Right now, the News-Journal and the Sentinel are the only ones in the area that do that and the Sentinel is way more expensive than the News-Journal.

Commissioner Currie asked wasn't there a time that the Commission was discussing this cost and that was one of the questions that came up that the Commission wanted to look into was how could they differ that legal advertising to bring the cost down and she doesn't know if they ever got an answer on that.

Commissioner Albert stated it was not only this process but it was across the board and all of the processes where we have to do those advertisings.

Jim Legary, Planning and Appeals board member stated, he thinks the kernel of this is the board had a number of people come to them for really tedious, small things like two or three foot and so the board was attempting like the conversation was here about colors, they were attempting to set a standard and as they say, 50% of the properties are in violation. It just doesn't make a lot of sense to continue with these people in violation, being in non-compliance. It doesn't make sense to him that for some of these trivial matters these people have to jump through all these hoops.

Commissioner Albert stated it seems the repeated theme is that we have some unreasonable situations that common sense would indicate that if the process were altered we could easily help those folks that Mr. Via is referencing, get through this process in an easier way and it would still allow an individualized snapshot of what wanted to be done. She thinks, and with a little bit of reference, historically, knowing what the city has gone through over the course of having good intentions and then reaping the rewards of having those good intentions with the fallout, she thinks that the first thing the city should do is look at the process and then if the city's process is the best process that the city can have then she thinks they need to consider the changes but the process needs to be looked at first starting with the advertisement as the Commission already indicated. It seems to be the cost. To her, it seems to be the cost.

Mayor Penny agrees. Its cost prohibited. He understands.

Commissioner Albert stated its problematic.

Commissioner Currie stated she agrees with Commissioner Albert. The number one thing that she would really like to look at first is the variance cost and process because she believes if they can get that under control it might be a little easier for our citizens to be

able to get some of these tedious, menial variances taken care of quite easily. Now, that being said, if that can't be reduced, made easier or anything of the kind then she would probably be in favor of looking at possibly going to a 30/30 on the setback - thirty for the front, thirty for the side but there is no way she would be in favor of going to an eighteen on the side because right now the side yard is also thirty-five, correct Mr. Harowski?
Mr. Harowski stated yes it is.
Commissioner Currie stated there's no way she would go to an eighteen.
Commissioner Byrnes stated but the way the Mayor explained it, is you may be on the corner of Riverside Drive and the people behind you have a view of the river because of that setback.
Mayor Penny stated that's why the people came out when Mr. Freeze applied for his because he rebuilt a house where he did and then came for a variance. He created his own hardship so this Commission said no. The old house was where it was, they knew the new house could move up to that line but not over that line. You have to live with that. You are not guaranteed a view as long as they build a house within the existing rules. If the city changes those rules arbitrarily the city is negatively affecting those upland properties.
Commissioner Currie stated she is not sitting here today saying she will approve it. She clarified by saying she will "consider" a 30/30.
Mayor Penny stated so would he. He thinks the root of the problem is the process.
Commissioner Currie stated but what she really wants to try and get taken care of is the variance processing and cost.
Mr. Myer stated how about, in Daytona Beach, if the request is 10% or less that it becomes a staff decision. What if they looked at that?
Mayor Penny stated thirty-five feet would be 3.5 feet, is that what you mean?
Mr. Myer stated, right.
Mayor Penny stated so it would still keep it under the thirty.
Mr. Myer stated so if somebody comes in and they are looking for approval for a variance and the staff can look at it and say, two foot and staff can do everything that the board would do and say yes or no and if staff says no and the people are not happy then they can go through the process. That may give staff some leeway so they can make some decisions.
Mayor Penny and Commissioner Currie stated that's a good idea, a good suggestion.
Mayor Penny stated he still thinks they need to look at the overall process.
Commissioner Albert stated and she likes the way they are thinking, in the technology age that they are living in, there's got to be a way that the city can do this more efficiently.
Commissioner Currie responded to Attorney Simpson's comment (not audible). She thinks that was the question that the Commission had the last time and they tried to address it.
Mayor Penny stated and maybe they can overcome that requirement by notifying more immediate neighbors. They can do a larger mailing which should be a lot cheaper to do a dollar a letter than a $1200 advertisement.
Commissioner Currie stated she would also like to look into Mr. Myer's suggestion of having staff look at the 10% or less.
Mr. Myer stated when they're small, that's what Mr. Legary was saying.
Mayor Penny stated, right.

Commissioner Byrnes stated he's had a lot of negative feedback when there was something that was suddenly built and people didn't realize it was going up and he said well staff approves that, we don't really have an input and so he would prefer cleaning up and reducing the cost of the process rather than arbitrarily because suddenly…if the worse happens, a storm comes up a lot of those homes are destroyed and they all come back and they have plans where their house is 10% bigger, we've just allowed staff to do that and if staff says no, you have to stay within the borders then…

Mr. Myer stated we're allowing them the 10% of setback relief which 10% bigger would be all over.

Commissioner Byrnes stated right so on two sides it will be 10% larger.

Mayor Penny stated he believes that if most citizens came to this Commission for a variance request of 10%, 3.5 feet, the city's biggest setback is thirty-five feet, right? The biggest relief that staff would ever give is 3.5 feet and he's seen the Commission give a lot more than that. On a side yard its ten feet so you're only going to allow them to go one foot, you're not going to allow them to go 3.5 feet. He believes that this Commission would relieve up to 10%. He might be wrong but he thinks this Commission would do that.

Commissioner Byrnes stated but again, unintended…

Mayor Penny stated he still gets it but he still thinks the answer is they can streamline that situation and make it much more efficient and maybe Mr. Myer's suggestion is Plan B. He truly believes it depends on how it affects the neighbors and if the neighbors come out.

Attorney Simpson stated the city's criteria is the same as everybody else's. A small variance or a big variance doesn't and isn't a criteria. There are six criteria's and that's not one of them. A variance shouldn't be granted regardless of size.

Mayor Penny stated he understands Commissioner Byrne's point; 3.5 feet might make the difference between seeing the river or not seeing the river.

Commissioner Byrnes stated especially, when you get the accessory stuff…he just had his roof done and he was thinking about the setbacks, he noticed that the front of the house with the eves and stuff comes out further than the rest of the house and there's a name for that. What do they call it?

Mr. Harowski stated there is a section in the code where there are some projections that allow you to extend.

Mayor Penny stated an eighteen inch overhang.

Commissioner Byrnes stated what he's seeing is if you allow the 3.5 feet that suddenly becomes six feet. That's what he was trying to get to before. If not six feet maybe it becomes five feet and that's the concern, that's the unintended consequence that he thought about because of what he was doing to his house. There's a lot of people in Holly Hill that would love to have a carport but they can't because of setbacks.

Commissioner Currie stated but she doesn't think that 10% will get them a carport either.

Mr. Harowski stated one of the things they battle with all the time in the community is a lot of the building occurred before the zoning was put in place.

Mayor Penny stated, right.

Mr. Harowski stated people built houses where it seemed appropriate at the time that they did it and now they have a zoning overlay and we are constantly struggling with where was this house relative to where the zoning code says that it should be. Now in our particular case, we have our residential zoning classifications are very suburban style numbers in a community that is a lot more urban in character with lot size and building placement. That's part of dealing with the issues that we have to deal with. The issue that the Mayor was talking about, the next house in, pultruding out a little bit, in theory if they all meet the setback and that's an R1 zone, that house has to line up with the one on the corner, you can't pultrude out. He knows that it happens and maybe that's because they built the house in early days.

Mayor Penny stated the corner house two front yards.

Mr. Harowski stated, right but the front yard of the next house in is the same distance so that wall should line up with the front house on the corner.

Mayor Penny stated and they don't.

Mr. Harowski stated and out in the community, that's not the way it occurs.

Mr. Legary stated there's a couple of online, they call them newspapers…he thinks there's one in New Smyrna, they're done every day. Would they qualify in anyway?

Attorney Simpson stated he thinks they have to have a certain designation services to qualify. State law defines exactly what it is. They don't have to use the News-Journal; there are other services that qualify but they have to meet that criteria.

Mr. Legary stated the Ormond Observer.

Mr. Harowski stated but they don't publish five days. The Observer changed, in their heyday, published five days a week and the reason that they did that was because a substantial part of their revenue was legal ads because they can underprice the News-Journal.

Commissioner Capers stated R1 zoning is throughout the city, correct or is it only Riverside Drive?

Mr. Harowski stated its east of US1 but not all on Riverside Drive.

Commissioner Capers stated, okay. That was the one thing he wanted to make clear. We're not just talking about Riverside Drive.

Mr. Harowski stated, no.

Commissioner Capers stated it could be other homes in other areas throughout the city. One of the things that he looks at and he hears the Mayor's concerns and he also understands where the Mayor lives and the house beside him on the corner, I don't see new construction. Riverside Drive is dedicated, its done, its finished and of course, a storm could come in and wipe out the whole place but his point is if this is changed he thinks it's going to be very, very little of anything, that's going to come across with a side yard that would do something with their homes. Personally, he agrees with the streamlining the variances, he agrees with trying to reduce cost and that's a completely different subject than what we're talking about, that we all agree on. There's not a single person in here that doesn't say we need to try and get that straightened out and we can work on that but right now, from what he understands, they are trying to see if they want to reduce from thirty-five feet to thirty feet.

Mayor Penny stated right but if the city made the process so easy and it was an administrative decision, the Commission wouldn't have to do any of these changes.

Commissioner Capers stated but if you look at Mr. ?, for example, and I know him personally, he's come to me and I've come here to City Hall with him several times, not only did it cost him $1300 for two feet but it took months of time to get it and meanwhile, he had things delivered, he thought he was on track, he had moved all the metal out of his front yard because the metal guys are going to start picking it up so he had quite a hardship over a few feet. If they look at Riverside Drive, in particular, the setbacks are in, a term they use, in violation but they're grandfathered - they are where they are. If they went with the other five feet it's going to save people from going through that process and save them from the money and all that other stuff.

Mayor Penny stated he gets it but if they go with Mr. Myer's suggestion, staff could have done that quickly and a permit would have been issued the next day at a lessor cost, no advertising.

Commissioner Capers stated they just have to make sure though that it doesn't appear that an ex-employee or an employee or someone who knows someone can come in and get things and other people can't, it has to be across the board.

Mayor Penny stated and those are the standards that Attorney Simpson was talking about.

Commissioner Capers stated if they went from the thirty-five to thirty that would probably stop a lot of the variances, at least the ones they have seen recently and if they also reduce the cost and streamline things which he thinks is another thing they need to do. He just doesn't see the corner house, he doesn't see somebody…there's no new growth. There's very few lots there.

Mayor Penny stated no, not new construction. It's going to be remodels. If you drive down Riverside Drive and he's focusing on Riverside Drive because that's the most R1 and that's where the biggest corner lots are and those are the biggest lots. There's a lot of homes being remodeled.

Commissioner Capers stated but if the setback is at thirty-five feet on the side and they want to remodel and the city goes to thirty feet, do you think they're going to add five feet on the side of their house? He doesn't think so.

Mayor Penny stated no, they're going to add a big garage and turn the house shaped as an "L".

Commissioner Capers asked with five feet?

Mayor Penny and Commissioner Byrnes stated yes, they can do it.

Commissioner Capers stated well they could get a variance for it too.

Mr. Forte stated its not five more feet. They may have ten feet (not audible)…

Mayor Penny stated it's not the buildings there already. There might be twenty feet between their house and the setback and they need three more feet to build their garage.

Commissioner Byrnes stated and they need to make sure it's not self-imposed either. That's the big part that happens with variances is that the ones that get turned down are usually because the people wanted something that usually wasn't intended.

Mayor Penny stated for his house, if you and I did this between my house and the neighbors, we would touch walls. You would never build a house the way they built my house.

Mr. Via stated and this whole thing didn't come up because side issues. The board was looking at it strictly because of the front. In the spirit of compromise, he understands what everyone is saying about not taking that back to eighteen and it's a good conversation. Actually, when the board talked about the side setbacks they were actually looking at other parts of the city, mainly not along Riverside Drive and that might have been a little bit of oversight, admittedly but in the spirit of compromise, he thinks thirty feet is fair along Riverside Drive in the front. He also agrees with the Commission in that the variance process has to be streamlined and they have to find a way to make that easier and make it less costly, take down the barrier but that's if they can do it. Its already sounding like we can't do that right now because 2/3 of the cost is the News-Journal. If that's the case then he still thinks that they still have this problem of it being thirty-five feet and if we're being fair, he thinks that it should be thirty feet. That's where he stands on it but he did want to clarify that with the side, he understands what the Commissioners are saying. In the spirit of compromise, he would be fully behind 30/30 for the setbacks from thirty-five feet.

Mayor Penny stated he thinks most of us could probably live with that.

Commissioner Byrnes stated he disagrees with part of that. The front yard setback is not going to affect the neighbors very much. The side yard is what would affect a neighbor like you and others that live on the side streets. If we want to go and say we'll give a five foot on the front through administrative, he could live with that because the front is only using more of your lawn. It's not going to affect the neighbor's next to you very much.

Mayor Penny stated in the spirit of compromise it sounds like they are talking about five feet. The difference between thirty-five and thirty. He has to go back to Mr. Myer's suggestion is that the middle between thirty-five and thirty is that 3.5 feet they can give staff administrative authority to grant.

Commissioner Capers stated he would like to see the thirty and then give staff permission if it's another two or three feet that's needed.

Mr. Forte stated he is concerned about what he is hearing, from his perspective as the administrator, is if they are making this 10% rule or the difference between 30/35 as an administrative rule, is there still criteria to be denied or are they just coming to the manager to say yes?

Mayor Penny stated no, there has to be criteria like Attorney Simpson talked about.

Mr. Forte stated then it's not a variance it's just an approval process and that doesn't stop somebody from coming in and saying I need more than five feet.

Commissioner Currie stated that's correct.

Mayor Penny stated if they need more then they come through the variance process.

Commissioner Albert stated but she thinks this is why the first and best step is to look at the overall process and determine where the flaws currently lie and how to best fix those.

Mr. Forte stated the process doesn't change the difference whether somebody has to pay for advertising, it doesn't change their need.

Commissioner Albert stated she thinks that's the focus on the process encompasses more than just the advertising component. The advertise component seems to be the most egregious part to the resident.

Mayor Penny stated, right.

Commissioner Currie stated yes, the length of time.

Commissioner Albert stated the length of time. She thinks they need to have some out of the box thinking in a way that the city is still compliant with the big picture of it all. She is no expert on what the Planning and Appeals board does but she thinks the first step is are we doing this in the most efficient way and are we using a vehicle that's the best for not only what we have to comply with but our citizens as well.

Mr. Forte stated and the answer to that is it depends on what you're goal and motivation is. If their goal and motivation is to allow variances then change the rules. If your goal and motivation is to limit variances because the rule is build within the box, if they want to build outside the box you need to jump through an awful lot of hurdles because everybody bought into that neighborhood knowing what the rules were.

Commissioner Currie stated Mr. Forte, her goal in having the variance process evaluated would be to see how we can simplify the process. It's not to see what this person can get away with and what that person can't get away with. She doesn't want that. She wants to see how they can simplify the process and make it as easy as they possibly can for both staff and our citizens.

Commissioner Byrnes stated and we're not talking about making it easier for them to be approved but to make it easier to get to right here, whether it's approved or not.

Commissioner Currie stated the whole process.

Mr. Myer asked the Stangs if they mind if he used them as an example. The said, no. Mr. Myer stated here's the deal, the Carter house is now five feet….was it six or seven feet out, he doesn't remember the number exactly, the Stangs are right next door getting ready to build a house. If they build a house on that lot, they have to have a thirty-five foot setback, they cannot apply for a variance now to move five foot further out. They can land a hardship. They are, right now, compelled to build thirty-five feet back, period. When, if they could just move that little extra five feet forward, the view that they bought that lot for would be completely restored. The point is that if the city has vacant lots somewhere that the city is still forcing this, which he considers, a burdensome setback.

Mayor Penny asked what does moving the house to be built on a vacant lot, how does that affect the two people on either side?

Attorney Simpson stated he thinks what Mr. Myer is saying is the vacant lot would never qualify for a variance.

Mr. Myer stated, right. The vacant lot would not qualify for a variance.

Mayor Penny stated it would for the second buyer.

Commissioner Capers asked is the average setback home on Riverside Drive roughly about thirty feet because they were grandfathered in?

Mr. Myer stated it probably is.

Commissioner Capers stated this is why we're even talking about this, right?

Mr. Myer stated, yes.

Commissioner Capers stated so that's what they have to look at. It's unique.

Mayor Penny stated typically, that house could qualify for a variance for the next owner because they didn't build the house. That's typically the types of variances he has seen.

Attorney Simpson stated the Commissioners are establishing rules. The setbacks, these are all development rules. The Commission is saying we want things built in accordance with these rules. In his opinion, and he has said this for all the years he has represented the city, a variance should very rarely be given because you're deviating from the rules you set. Once you deviate a certain number of times from the rules, why do you have the rule? That's where we got to…instead of keep deviating from this rule, let's change the rule.

Mayor Penny stated he understands for somebody who wants to build a new home on a vacant lot but his concern is how does that affect the rest of the neighborhood? Now the whole neighborhood changes five feet, ten feet or twelve feet. He goes back to his original statement and do nothing.

Attorney Simpson stated he's okay with saying stay at thirty-five. The idea of streamlining the variance process concerns him other than it could just be a streamline no, an administrative rule. There's going to be a lot of no's because honestly, you need to have a unique lot to qualify for a variance. There has to be something unique about your lot or the way the house was previously built that makes it impossible for you to comply.

Commissioner Byrnes stated but looking at the variance process, he doesn't think they are going to change much but what he wants to do is reduce the cost so we're not burdening people with those huge costs.

Attorney Simpson stated we don't even charge for staff's time and review.

Commissioner Byrnes stated there was a time where you didn't even pay for a variance. It was just part of city operations.

Attorney Simpson stated and there was a time the city didn't zone it.

Commissioner Byrnes stated that was a long time before him.

Mr. Myer stated that's why they have the problem that they have now on Riverside Drive is that there was no zoning.

Commissioner Currie asked what would be the issue with just doing the front yard setback from thirty-five to thirty, we wouldn't have a problem with the side yard and people's views being obstructed.

Commissioner Byrnes stated, right. He agrees with her.

Commissioner Currie stated they can do from thirty-five on the front yard and still try to see if we can't get this variance process streamlined.

Attorney Simpson stated we can look at streamlining it but his definition of streamlining is a decision can get made more efficiently and less costly but not easier approval.

Mayor Penny stated, exactly. As long as they get an answer they can move forward.

Commissioner Currie stated something has to be done about that.

Attorney Simpson stated they can look into that. If it gets denied…this is something that can get worked out because if someone gets denied there has to be an appeal process from the decision of staff. Would that appeal process then go to the Planning Board or come directly to the Commission?

Commissioner Byrnes stated that's why he doesn't want that to happen. He wants to have it where they take the front yard setback…

Attorney Simpson stated he's talking about the variance. If they are going to come up with some way to streamline small requests for variances and staff makes it, there's going to be an appeal.

Mayor Penny and Commissioner Currie agree that it should come directly to the Commission then.

Commissioner Currie stated she thinks the appeals process should come directly to the Commission.

Attorney Simpson stated either approval or denial can come directly to the Commission.

Mr. Forte stated either side can appeal.

Mayor Penny stated he thinks he hears something that everyone here can agree on. He thinks everyone would be okay with the front yard setback at thirty feet. He has more heartburn on that relief on the side yard setback on the corner lots. If they can leave side yard thirty-five and the front thirty, he's okay with that.

Mr. Myer stated that was one of the board's suggestions.

Mayor Penny stated he would go with that.

Attorney Simpson stated just so the Commission is clear, the front, front yard comes back from thirty-five to thirty but the side front yard still stays at thirty-five.

Mayor Penny and Commissioner Currie stated, yes.
Mayor Penny stated Riverside Drive front yard, newly established because everyone believes Riverside Drive to be their front yard.
Commissioner Byrnes stated in the realm of unintended consequences, how many lots on the east side of Riverside Drive are unbuildable because of the setbacks? If they just arbitrarily changed the R1 setback are they going to be able to use those lots?
Mr. Forte stated he doesn't think they meet the medium yard size with the exception of the one we're talking about.
Mayor Penny stated he thinks there is only one buildable lot.
Commissioner Byrnes stated he doesn't want to see any more homes on the east side of Riverside Drive.
Attorney Simpson stated from 14th Street south, they can't do it because there's right-of-way.
Commissioner Byrnes stated, okay. He can support thirty feet on the front and still have variances for the side.
Mr. Myer stated he thinks that would help the Stangs. The Stangs nodded with a "yes".
Mr. Forte stated they are concluding is that staff will bring back the ordinance that will change the main street front setback from thirty-five to thirty, the side street front yard will remain the same. Staff will look to see if they can streamline this somehow, whether it's the required advertising to make it more timely and cost effective, we're not going to do an administrative approval.
Mr. Via stated he would like to thank Mr. Harowski for the hard work and he has walked the board through a lot of it and he wanted to thank him and his staff.
Commissioner Currie stated she would like to thank the Planning and Appeals board for working a lot of hard hours on this and it's not that the board's work is not taken into consideration so please don't take it that way. She truly appreciates the work that they have done.

Mr. Forte stated while they have this workshop setting, he wanted some direction, no final decision is being made. One is, in regards to what Commissioner Capers asked about the properties along Riverside Drive that the city owns. There are a very small number of properties and he thinks what Commissioner Capers was asking for is somehow designate those properties as parks and he wanted to get direction from the Commission on how they want to do that. He showed most, if not all of the Commission, what this is and it indicates the properties that we own on Riverside Drive and what they are talking about is the very far north end of the city limits where it's just north of where former Commissioner Moore used to live and then there's the parcel that's across the street from Marci Albright then there's a park that's already named and another that is not named but it's kept like a park and then there's a small parcel that the city owns in the 1200 block which is on the right-of-way and another park that's south of Sunrise Park south that's also a right-of-way.
Commissioner Capers asked isn't there a dock that the city owns?
Mr. Forte stated they are trying to figure out who owns that. There are two different legal descriptions on it.

Commissioner Capers stated his thoughts, originally, to name them as parks is that it would be an official park which could possibly help where the sexual predators may or may not move or live and so he felt that if the city named them as a park it would, for one, prevent people from trying to somehow buy the property, rent the property, lease the property, and it would also protect our youth, our kids, our grandchildren. That's his main reason behind it.

Mr. Forte stated they can declare them parks but they don't have to name them after a person or anything like that. For example, the one on the north end it can be called Northend Riverside Park.

Mayor Penny stated he's fully in favor of declaring them parks but he is not in favor of naming them after people.

Mr. Forte stated they can just declare them and put them on the city's list of parks for the city. Mr. Forte mentioned the property across the street from Marci Albright. They are still in the process of still doing…he isn't sure where they're at with that quite frankly. He hasn't heard back from them yet.

Commissioner Albert stated the city wasn't leasing them the property. It was one foot from the main high water mark, correct?

Mr. Forte stated with an access point, yes.

Commissioner Currie stated she would be in favor of doing that but she doesn't want to name them all.

Mr. Forte stated they're not naming them, they will just be declared as parks for that purpose. They can name them but it's not necessary. They will be designated as parks.

Mr. Forte stated the last thing he wanted to talk to them about is the possibility of selling The Market and he got the appraisal back which is $825,000 for The Market itself and $120,000 for the parcel next door that is used primarily for parking. They are looking at $945,000 at the appraised value and he can tell the Commission that the city has in it $2.2 million, that includes the acquisition, all the improvements that were put into it. It's not a money maker. The city will never get its money out of that property.

Mayor Penny stated he thinks they need to cut their losses.

Mr. Forte stated it will cost the city more as time goes on because there are still things that are needed down there. He has said it many times, government makes terrible landlords. If the Commission gives him direction to sell it, he will bring back a methodology for the Commission to sell it because that involves whether they want to list it, list it with a commercial realtor, provide commission or not provide commission so there is a couple of terms as to how they would try to do this. They can do it by bid, by certain date. This would be a straight sale. If somebody comes in and they want to keep the tenants, then they can. If someone wants to buy it and empty it out and put their own business in there it's their decision. The city would no longer get involved. Whatever it is zoned for that's what they can do.

Commissioner Byrnes stated that's a historic coquina building and so he's not in favor of selling it.

There was ***consensus*** to sell The Market.

III. ADJOURNMENT

The workshop adjourned at approximately 8:40 PM.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 12, 2016**
FROM: **Valerie Manning**
SUBJECT: **Halifax Humane Society Agreement**
NUMBER: **(ID # 1366)**
APPLICANT:
PLANNER:

DISCUSSION:

This is the 2016-2017 Animal Sheltering Services contract for Halifax Humane Society and the City of Holly Hill. During the down turn in the economy, in 2010 the fees for services were lowered. The HHS is requesting this renewal to include a 3% increase to the fee structure identified in the attached agreement.

FISCAL ANALYSIS:

The 3% increase will be included in the next fiscal year's budget. This represents an increase to the line item budget from $20,000.00 to $21,000.00.

STAFF RECOMMENDATION:

Approve the 2016-2017 Halifax Humane Society contract as submitted by staff.

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 THE AGREEMENT AND AUTHORIZE THE MAYOR AND CITY MANAGER TO SIGN THE 2016-2017 HALIFAX HUMANE SOCIETY CONTRACT.

- Halifax Humane Society Agreement 2016-2017 (PDF)

HALIFAX HUMANE SOCIETY

Protecting Animals in the Greater Daytona Beach Area Since 1937

Dear Elected Officials & Staff

Attached you will find the 2016-2017 Animal Sheltering Services contract for Halifax Humane Society. In 2010, in respect of our floundering economy, HHS lowered the contract fees across the board. Since that time the service fee structure has remained the same.

We maintain these services at a loss and have added programs that have seen the reduction of animal intake by approximately 30% over the last 3 years. However the continued increases in medications, staff benefits and other costs have compelled us to apply a subtle increase of 3% effective open renewal. The changes in fee structure are itemized in the chart below:

Type of Animal (Service)	Old Fee	New Fee
Dog or Cat		
1st day of impoundment	$ 45.00	$ 46.00
2nd day of impoundment	$ 20.00	$ 21.00
3rd day of impoundment	$ 20.00	$ 21.00
Other domesticated animal	$ 35.00	$ 35.00
Livestock animal	$ 80.00	$ 80.00
Wild animal		
(Euthanasia)	$ 35.00	$ 35.00
(Disposal) Deceased on arrival	$ 15.00	$ 15.00
Quarantined animal		
(e.g., Rabies) Per Day	$ 15.00	$ 16.00
(10 day maximum stay)	$ 150.00	$ 160.00
Confiscated animal		
1st day of impoundment	$ 45.00	$ 46.00
Each additional day of impoundment	$ 20.00	$ 21.00

* - fees that changed are highlighted

As a Non-for-profit we will strive to keep our costs reasonable and continue to expand our programs that suppress intake to help mitigate for this fee structure change. We greatly appreciate your understanding and stand ready to answer any questions you may have. You will find 2 copies of the contract for signature, please return 1 signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA
Chief Executive Officer
(386) 274-4703 X317

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Holly Hill

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Holly Hill**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Holly Hill and the laws of the State of Florida with respect to stray animals, the City of Holly Hill desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM**: This Agreement will take effect on the 1st day of October 2016, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2017 and October 1, 2017.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Holly Hill, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Holly Hill's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Holly Hill for this purpose. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

(c) When the City of Holly Hill delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Holly Hill's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. **BILLING & PAYMENT:**

(a) The Humane Society shall bill the City of Holly Hill pursuant to Paragraph 3(b), as applicable, for:

(i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Holly Hill's Police or Animal Control Officers;

(ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Holly Hill and delivered to the Shelter by a private citizen; and

(iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Holly Hill.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Holly Hill agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	**Fee**
Dog or cat	
1st day of impoundment	$46.00
2nd day of impoundment	$21.00
3rd day of impoundment	$21.00
Other domesticated animal	$35.00
Livestock animal	$80.00
Wild animal (Euthanasia)	$35.00
Deceased on arrival (Disposal)	$15.00
Quarantined animal (*e.g.*, Rabies)	$160.00 (or $16.00pd) (10 day maximum stay)
Confiscated animal	$46.00 for the 1st day of impoundment plus $21.00 for each additional day of impoundment

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Holly Hill within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Holly Hill has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City of Holly Hill, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Holly Hill's account for animals that were not impounded by a City of Holly Hill Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

(e) In the event an owner pays any fees or charges to reclaim its animal, the City of Holly Hill shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE**: The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Holly Hill shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS**: The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Holly Hill shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Holly Hill at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW**: Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Holly Hill's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Holly Hill's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Holly Hill shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Holly Hill may request that euthanasia be performed by the Humane Society when it is the City of Holly Hill's belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED**: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Holly Hill. The City of Holly Hill shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION**: Animals seized by the City of Holly Hill as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Holly Hill.

As the impounding agency, if the City of Holly Hill chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Holly Hill may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Holly Hill agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Holly Hill's decision to submit the animal as a "stray." The City of Holly Hill shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH**: In the event that the City of Holly Hill fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Holly Hill. If the Humane Society exercises this option, it will provide the City of Holly Hill with thirty (30) days written notice of its decision to terminate the Agreement. The City of Holly Hill will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Holly Hill.

10. **WAIVER OF BREACH**: The waiver by the Humane Society or the City of Holly Hill of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Holly Hill expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of Holly Hill beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on

the amount and liability of the City of Holly Hill 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 this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Holly Hill, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of Holly Hill and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Holly Hill agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Holly Hill of any public records request it receives concerning the City of Holly Hill or matters relating to the services provided under this Agreement. If the City of Holly Hill or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Holly Hill upon request and at no charge or penalty to the City of Holly Hill and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Holly Hill shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Holly Hill from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Holly Hill's enforcement of the requirements of this section.

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Holly Hill have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Holly Hill, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.	**CITY OF HOLLY HILL**
By: ______________________	By: ______________________
Name: Miguel Abi-hassan	Name: John Penny
Title: Chief Executive Officer	Title: Mayor
Date: 6/13/16	Date: ______________________
ATTEST:	ATTEST:
By: ______________________	By: ______________________
Name: Michelle Pari	Name: Joe Forte
Title: Chief Operating Officer	Title: City Manager
Date: 6/13/16	Date: ______________________

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 12, 2016**
FROM: **Mark Juliano**
SUBJECT: **Water System Improvements Between US1 and Riverside Drive - Phase II – Construction - Resolution 2016-R-24**
NUMBER: **(ID # 1372)**
APPLICANT:
PLANNER:

DISCUSSION:

In 2013/2014 the City let a construction project known as "Water System Improvements Between US1 and Riverside Drive," hereinafter referred to as Phase I. As part of Phase I, contract documents (plans and specifications) for replacement of all small diameter water mains between US1 and Riverside Drive from Plaza Grande Avenue to Mason Avenue were developed. The project included design and permitting for the entire section. While the majority of the water mains were constructed, the section between 4th Street and Mason Avenue were not completed due to insufficient funding.

The Public Works Department is requesting approval for the construction contract to complete the remaining area (Phase II). The City opened bids for this project on June 21, 2016. Five companies submitted bids of which 4C's Trucking & Excavating, Inc., of Bunnell, FL, submitted the lowest bid with a total of $311,751.90.

FISCAL ANALYSIS:

$400,000 is budgeted in account 480-3010-533-6300 to complete the Phase 2 Improvements for this project. Of that, $49,490.00 was encumbered for the engineering services and inspection, leaving an approximate balance of $350,000.00 for construction. The bid amount of $311,751.90 is well within budget.

STAFF RECOMMENDATION:

Approve Resolution authorizing the City Manager to enter into a contract with 4C's Trucking & Excavating, Inc. for the total bid amount of $311,751.90 for the construction for the Water System Improvements Between US1 and Riverside Drive Phase II.

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 RESOLUTION 2016-R-24, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH 4C'S TRUCKING & EXCAVATING, INC.

ATTACHMENTS:

- HH81.1 Recommendation of Award 6-22-16 (PDF)

Resolution No. (ID # 1372)

WATER SYSTEM IMPROVEMENTS BETWEEN US1 AND RIVERSIDE DRIVE - PHASE II – CONSTRUCTION - RESOLUTION 2016-R-24

RESOLUTION 2016-R-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH 4C'S TRUCKING & EXCAVATING, INC. FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS BETWEEN US1 AND RIVERSIDE DRIVE PHASE II; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill previously authorized Phase I Improvements for this project completed in 2013; and

WHEREAS, the section of this project south of 4th Street to Mason Avenue was not completed; and

WHEREAS, the City desires to complete Phase II of the remaining water main replacements; and

WHEREAS, 4C's Trucking & Excavating, Inc., submitted the lowest responsive/responsible bid for the total bid amount of $311,751.90.

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 a contract with 4C's Trucking & Excavating, Inc. for the construction of Water System Improvements between US1 And Riverside Drive Phase II for the total bid amount of $311,751.90.

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

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

APPROVED AND AUTHENTICATED this 12th day of JULY, 2016.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

June 22, 2016

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

CITY OF HOLLY HILL
WATER SYSTEM IMPROVEMENTS
BETWEEN US1 & RIVERSIDE DRIVE PHASE II
BID # 16WA02
AWARD RECOMMENDATION

Dear Walt,

As you are aware, the City received bids for the above referenced project on June 21, 2016. Five (5) contractors submitted bids of which 4C's Trucking & Excavating, Inc. of Bunnell, FL, submitted the lowest bid with a total of $311,751.90.

We have reviewed 4C's Trucking & Excavating, Inc.'s bid package and have found the package complete other than the required forms 00800A Insurance Requirements and a copy of the Contractor's W-9. The contractor was notified of the omitted documents and they have been provided, see attached. The City reserves the right to waive any and all non-substantial irregularities in bids reviewed. It is our recommendation to consider the bid package complete at this time.

Our firm has worked with 4C's Trucking & Excavating, Inc. on several projects in the past and know them as a competent contractor. We, therefore, recommend award of this project to 4C's Trucking & Excavating, Inc. for the total bid amount of $311,751.90.

Please contact our office if there are any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Kevin A. Lee, P.E.
Project Manager

KAL:el
Enclosure: Bid Tabulation

SECTION 00800-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

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:

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.

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.

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 Wavier of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

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):

___ **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.

Form **W-9**
(Rev. August 2013)
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.

See Specific Instructions on page 2. Print or type

Name (as shown on your income tax return)
4C'S Trucking & Excavation, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
PO Box 2682

Requester's name and address (optional)

City, state, and ZIP code
Bunnell, Florida 32110

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
2 0 - 3 2 2 3 2 8 5

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 on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 6/22/16

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2016

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

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

PRODUCER
Hayward Brown - Flagler, Inc.
3200 E. Moody Blvd.
P.O. Box 1669
Bunnell FL 32110

CONTACT NAME: Jeanie Boudreau, CIC
PHONE (A/C, No, Ext): (386) 437-7767 FAX (A/C, No): (386) 437-9226
E-MAIL ADDRESS: jeanie@haywardbrownflagler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Co	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Chris Barney, DBA: 4 C's Trucking & Excavating
Po Box 2682

Bunnell FL 32110

COVERAGES CERTIFICATE NUMBER: CL1232806467 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	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		78982871	04/21/2016	04/21/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4235628444	04/21/2016	04/21/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		78028444	05/1/2016	05/1/2017	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured endorsement, including Products and Completed Operations, is included on the General Liability policy shown above.

CERTIFICATE HOLDER

437-4468

4 C's Trucking & Excavation, Inc.
Chris Barney
PO Box 2682
Bunnell, FL 32110

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
J. Michael Kelley/JMB

ACORD 25 (2010/05)
INS025 (201005).01

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/25/16

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). FO725 15:15:21

PRODUCER PAT

HADLEY & LYDEN, INC.
P. O. BOX 700
WINTER PARK, FLORIDA 32790

CONTACT NAME: Pat DeJong
PHONE (A/C, No, Ext): 407-679-8181 FAX (A/C, No): 407-679-9300
E-MAIL ADDRESS: PATD@HADLEY-LYDEN.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ZURICH AMERICAN INSURANCE CO	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

4 C'S TRUCKING & EXCAVATION, INC.
PO BOX 2682
BUNNELL FL 32110-2682

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	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X \$10,000 PIP	X		TRK9342737-04	10/29/15	10/29/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000. \$ \$ \$ \$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ \$ \$

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

VEHICLE SCHEDULE ON FILE WITH THE COMPANY.

CERTIFICATE HOLDER

4 C'S TRUCKING & EXCAVATION, INC.
P.O. BOX 2682
BUNNELL, FL 32110

CANCELLATION 3864374468

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

CITY OF HOLLY HILL
WATER SYSTEM IMPROVEMENTS
BETWEEN US1 RIVERSIDE DRIVE PHASE II
BID#16WA02
BID TABULATION

				4C's Trucking & Excavation		Crossroads Site Development		Hazen Construction, LLC		McMahan Construction, Inc.		Masci Corporation	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A.	***POTABLE WATER***												
1	**Water Main (w/restrained joint fittings)**												
	b) 4" PVC C900 (884 LF Shown)	925	LF	$ 18.54	$ 17,149.50	$ 48.00	$ 44,400.00	$ 26.00	$ 24,050.00	$ 38.00	$ 35,150.00	$ 65.90	$ 60,957.50
	c) 6" PVC C900 (1,145 LF Shown)	1,200	LF	$ 21.45	$ 25,740.00	$ 51.00	$ 61,200.00	$ 31.00	$ 37,200.00	$ 48.00	$ 57,600.00	$ 75.90	$ 91,080.00
2	**Horizontal Directional Drill**												
	a) 2" Poly Water Line (792 LF Shown)	825	LF	$ 23.58	$ 19,453.50	$ 31.00	$ 25,575.00	$ 22.00	$ 18,150.00	$ 38.00	$ 31,350.00	$ 87.90	$ 72,517.50
	b) 4" HDPE DR11 (677 LF Shown)	700	LF	$ 23.86	$ 16,702.00	$ 39.00	$ 27,300.00	$ 31.00	$ 21,700.00	$ 48.00	$ 33,600.00	$ 89.75	$ 62,825.00
	c) 6" HDPE DR11 (90 LF Shown)	100	LF	$ 31.00	$ 3,100.00	$ 112.00	$ 11,200.00	$ 45.00	$ 4,500.00	$ 68.00	$ 6,800.00	$ 93.70	$ 9,370.00
3	**Tapping Sleeve & Valve w/box & concrete collar**												
	d) 10" x 4" (1 Shown)	1	EA	$ 4,412.00	$ 4,412.00	$ 4,750.00	$ 4,750.00	$ 8,500.00	$ 8,500.00	$ 2,400.00	$ 2,400.00	$ 6,930.00	$ 6,930.00
	e) 8" x 6" (1 Shown)	1	EA	$ 3,192.00	$ 3,192.00	$ 4,050.00	$ 4,050.00	$ 8,000.00	$ 8,000.00	$ 2,900.00	$ 2,900.00	$ 5,997.00	$ 5,997.00
	f) 8" x 4" (1 Shown)	1	EA	$ 3,000.00	$ 3,000.00	$ 3,750.00	$ 3,750.00	$ 7,800.00	$ 7,800.00	$ 2,400.00	$ 2,400.00	$ 5,835.00	$ 5,835.00
	g) 6" x 6" (1 Shown)	1	EA	$ 3,518.00	$ 3,518.00	$ 3,750.00	$ 3,750.00	$ 7,800.00	$ 7,800.00	$ 2,900.00	$ 2,900.00	$ 5,539.00	$ 5,539.00
	h) 6" x 4" (1 Shown)	1	EA	$ 3,887.00	$ 3,887.00	$ 3,550.00	$ 3,550.00	$ 7,500.00	$ 7,500.00	$ 2,400.00	$ 2,400.00	$ 5,390.00	$ 5,390.00
4	**Resilient Seat Gate Valve & Box w/collar**												
	a) 2" (0 Shown)	1	EA	$ 1,090.00	$ 1,090.00	$ 750.00	$ 750.00	$ 800.00	$ 800.00	$ 750.00	$ 750.00	$ 1,340.00	$ 1,340.00
	b) 4" (3 Shown)	3	EA	$ 811.00	$ 2,433.00	$ 1,000.00	$ 3,000.00	$ 1,400.00	$ 4,200.00	$ 1,000.00	$ 3,000.00	$ 1,545.00	$ 4,635.00
	c) 6" (4 Shown)	4	EA	$ 854.00	$ 3,416.00	$ 1,100.00	$ 4,400.00	$ 1,900.00	$ 7,600.00	$ 1,250.00	$ 5,000.00	$ 1,970.00	$ 7,880.00
5	**Water Services**												
	a) 1" Short (14 Shown)	20	EA	$ 635.00	$ 12,700.00	$ 575.00	$ 11,500.00	$ 425.00	$ 8,500.00	$ 800.00	$ 16,000.00	$ 725.00	$ 14,500.00
	b) 1" Long (29 Shown)	35	EA	$ 675.00	$ 23,625.00	$ 1,100.00	$ 38,500.00	$ 1,200.00	$ 42,000.00	$ 1,200.00	$ 42,000.00	$ 1,320.00	$ 46,200.00
6a	**Line Stops (none Shown)**												
	6"	1	EA	$ 3,353.00	$ 3,353.00	$ 4,630.00	$ 4,630.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00	$ 6,720.00	$ 6,720.00
	4"	1	EA	$ 2,875.00	$ 2,875.00	$ 4,150.00	$ 4,150.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 5,900.00	$ 5,900.00
6b	**Insertion Valve (none Shown)**												
	6"	1	EA	$ 7,348.00	$ 7,348.00	$ 8,500.00	$ 8,500.00	$ 9,500.00	$ 9,500.00	$ 5,750.00	$ 5,750.00	$ 15,800.00	$ 15,800.00

CITY OF HOLLY HILL
WATER SYSTEM IMPROVEMENTS
BETWEEN US1 RIVERSIDE DRIVE PHASE II
BID#16WA02
BID TABULATION

				4C's Trucking & Excavation		Crossroads Site Development		Hazen Construction, LLC		McMahan Construction, Inc.		Masci Corporation	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	4"	1	EA	$ 2,875.00	$ 2,875.00	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 5,250.00	$ 5,250.00	$ 14,200.00	$ 14,200.00
7	**Cap or Plug and Abondon Existing Lines(both ends)**	3	EA	$ 1,226.00	$ 3,678.00	$ 750.00	$ 2,250.00	$ 2,500.00	$ 7,500.00	$ 250.00	$ 750.00	$ 950.00	$ 2,850.00
8	**Fire Hydrant Assembly**												
	a) Provide and Install Fire Hydrant Assembly	2	EA	$ 3,472.00	$ 6,944.00	$ 3,650.00	$ 7,300.00	$ 6,900.00	$ 13,800.00	$ 5,000.00	$ 10,000.00	$ 5,980.00	$ 11,960.00
9	**DIP Fittings Add or Delete**	1	TN	$ 6,842.00	$ 6,842.00	$ 11,000.00	$ 11,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 7,625.00	$ 7,625.00
10	**"Cut-In" Valves (none shown)**												
	a) 6"	1	EA	$ 2,249.00	$ 2,249.00	$ 1,700.00	$ 1,700.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 2,900.00	$ 2,900.00
	b) 2"	1	EA	$ 3,844.00	$ 3,844.00	$ 1,350.00	$ 1,350.00	$ 1,100.00	$ 1,100.00	$ 750.00	$ 750.00	$ 2,500.00	$ 2,500.00
	c) 1 1/2"	1	EA	$ 2,372.00	$ 2,372.00	$ 1,100.00	$ 1,100.00	$ 1,050.00	$ 1,050.00	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00
11	**Concrete Encasement**	20	LF	$ 167.00	$ 3,340.00	$ 125.00	$ 2,500.00	$ 40.00	$ 800.00	$ 100.00	$ 2,000.00	$ 195.00	$ 3,900.00
B.	***RESTORATION***												
1	**Open Cut and Repair Asphalt**	140	SY	$ 170.00	$ 23,800.00	$ 80.00	$ 11,200.00	$ 70.00	$ 9,800.00	$ 40.00	$ 5,600.00	$ 175.25	$ 24,535.00
2	**Mill and Resurface Asphalt**	150	SY	$ 25.91	$ 3,886.50	$ 40.00	$ 6,000.00	$ 120.00	$ 18,000.00	$ 45.00	$ 6,750.00	$ 195.50	$ 29,325.00
3	**Concrete Pavement Remove and Replace (3,000 PSI)**												
	b) 6" Thick Driveway/Pavement	500	SY	$ 71.77	$ 35,885.00	$ 60.00	$ 30,000.00	$ 45.00	$ 22,500.00	$ 38.00	$ 19,000.00	$ 59.00	$ 29,500.00
	a) 4" Thick Sidewalk	80	SY	$ 108.18	$ 8,654.40	$ 55.00	$ 4,400.00	$ 40.00	$ 3,200.00	$ 40.00	$ 3,200.00	$ 55.00	$ 4,400.00
4	**New Concrete Sidewalk 4" Thick (3,000 PSI)**	20	SY	$ 175.65	$ 3,513.00	$ 50.00	$ 1,000.00	$ 34.00	$ 680.00	$ 35.00	$ 700.00	$ 55.00	$ 1,100.00
5	**Landscaping Allowance**	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
C.	***GENERAL***												
1	**Video Taping**	1	LS	$ 5,700.00	$ 5,700.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 925.00	$ 925.00
2	**Field Locate and Expose Existing Utilities**	1	LS	$ 17,342.50	$ 17,342.50	$ 3,750.00	$ 3,750.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 39,800.00	$ 39,800.00
3	**Traffic Control**	1	LS	$ 5,325.00	$ 5,325.00	$ 6,000.00	$ 6,000.00	$ 12,500.00	$ 12,500.00	$ 10,000.00	$ 10,000.00	$ 38,500.00	$ 38,500.00
4	**Compliance with Florida "Trench Safety Act"**	1	LS	$ 2,130.00	$ 2,130.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 37,900.00	$ 37,900.00
5	**Unsuitable Material Excavation**	10	CY	$ 532.50	$ 5,325.00	$ 35.00	$ 350.00	$ 50.00	$ 500.00	$ 10.00	$ 100.00	$ 10.00	$ 100.00

CITY OF HOLLY HILL
WATER SYSTEM IMPROVEMENTS
BETWEEN US1 RIVERSIDE DRIVE PHASE II
BID#16WA02
BID TABULATION

				4C's Trucking & Excavation		Crossroads Site Development		Hazen Construction, LLC		McMahan Construction, Inc.		Masci Corporation	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
6	**Crushed Rock or Shell Trench Subgrade Material**	10	CY	$ 106.50	$ 1,065.00	$ 50.00	$ 500.00	$ 50.00	$ 500.00	$ 30.00	$ 300.00	$ 10.00	$ 100.00
7	**Rock Excavation**	10	CY	$ 266.25	$ 2,662.50	$ 75.00	$ 750.00	$ 50.00	$ 500.00	$ 50.00	$ 500.00	$ 10.00	$ 100.00
8	**"Record" Drawing Preparation**	1	LS	$ 5,325.00	$ 5,325.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00	$ 20,900.00	$ 20,900.00
	Bid Total				**$ 311,751.90**		**$ 375,605.00**		**$ 362,730.00**		**$ 349,900.00**		**$ 707,036.00**

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 12, 2016**
FROM: **Mark Juliano**
SUBJECT: **Potable Water Well Generators - Resolution 2016-R-25**
NUMBER: **(ID # 1375)**
APPLICANT:
PLANNER:

DISCUSSION:

This project includes the installation of two owner provided generators at two well locations. The two generators are being provided by the City to expedite the delivery of this major equipment. One generator shall be located at the westerly well field (Wells 13, 14, & 15) and the other generator will be located at Well 11. The Contractor will provide the generator slabs, conduit, wiring, instrumentation and accessories for a complete and operable system.

The City received bids for the above referenced project on June 28, 2016. There were two contractors who submitted bids. City staff and our consultant have reviewed the bids and have found Chinchor Electric Enterprise, FL submitted the lowest responsive/responsible bid with a bid of $124,672.00.

FISCAL ANALYSIS:

$124,672.00 is well within the funds established for this project and is budgeted in the Water and sewer capital projects fund.

STAFF RECOMMENDATION:

Approve Resolution authorizing the City Manager to enter into a contract with Chinchor Electric Enterprise, FL for the Potable Water Well Generators at a price of $124,672.00.

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 RESOLUTION 2016-R-25, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE/RESPONSIBLE BIDDER, CHINCHOR ELECTRIC OF ENTERPRISE, FL FOR THE INSTALLATION OF THE POTABLE WATER WELL GENERATORS.

ATTACHMENTS:

- Recommendation for Award to Chinchor and Other Backup (PDF)
- DOC063016-004 (PDF)

Resolution No. (ID # 1375)

POTABLE WATER WELL GENERATORS - RESOLUTION 2016-R-25

RESOLUTION 2016-R-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A CONTRACT WITH CHINCHOR ELECTRIC FOR THE POTABLE WATER WELL GENERATORS AT A PRICE OF $124,672.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City wishes to install permanent mounted emergency generators at the Westerly Wellfield and at Well 11; and

WHEREAS, This project includes the installation of two owner provided generators with the Contractor providing the generator slabs, conduit, wiring, instrumentation and accessories for a complete and operable system; and

WHEREAS, Chinchor Electric Enterprise, FL submitted the lowest responsive/responsible bid with a bid of $124,672.00.

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

SECTION 1. Authorize the City Manager to enter into an agreement with the lowest responsive/responsible bidder, Chinchor Electric for the Potable Water Well Generators at a price of $124,672.00.

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

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

APPROVED AND AUTHENTICATED this 12th day of JULY, 2016.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6[illegible]
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

June 28, 2016

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
AWARD RECOMMENDATION

Dear Walt,

As you are aware, the City received bids for the above referenced project on June 28, 2016. Two (2) contractors submitted bids of which Chinchor Electric, of Enterprise, FL submitted the lowest with a bid of $124,672.00.

We have reviewed Chinchor Electric's bid package and have found two documents were not included as required. Section 00620, Certificate as to Corporate Principal and a W-9 were not included in the bid package. The Contractor was notified of the omitted documents and they have provided (attached). The City reserves the right to waive any and all non-substantial irregularities in the bids reviewed.

Our firm has worked with Chinchor Electric on several projects in the past and know them as a competent contractor. If the City considers Chinchor's bid as responsive with the omitted documents, we recommend award of this project to Chinchor Electric for the bid amount of $124,672.00.

Please contact our office if there are any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Kevin A. Lee, P.E.
Project Manager

KAL:mt

Enclosure: Bid Tabulation

cc: QLH files

HH118 Recommendation

CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
BID# 16WA01
BID DATE: JUNE 28, 2016

				Chinchor Electric		Morrissette Electric	
ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*	*UNIT COST*	*TOTAL*
1	Well #11 Generator	1	LS	$31,061.00	$31,061.00	$42,000.00	$42,000.00
2	Well #13, 14, and 15 Generator	1	LS	$88,611.00	$88,611.00	$83,800.00	$83,800.00
3	Permit Allowance	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	BID TOTAL				**$124,672.00**		**$130,800.00**

SECTION 00620
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mariah Anselmo, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Timothy I. Chinchor 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

402 878.0556

Form **W-9**
(Rev. December 2014)
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.

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
P.O. BOX 4311

Requester's name and address (optional)

6 City, state, and ZIP code
ENTERPRISE, FL 32725

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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 9 – 3 0 4 4 7 0 3

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 on page 3.

Sign Here Signature of U.S. person ▶ controller Date ▶ 5/10/16

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

C

SECTION 00110
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY
LOCAL BUSINESS

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

- LEGAL NAME OF BUSINESS: Chinchor Electric, Inc.
  Physical Address: NOT APPLICABLE
  Mailing Address (if different):

- Year your business was established in the City of Holly Hill:

- Business Tax Receipt Number Issued by the City of Holly Hill

  BTR Number: Date Issued:

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

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

By:

Signature

Timothy I. Chinchor
Name, Typed or Printed

Vice President
Title, Typed or Printed

P.O. Box 4311
Mailing Address

Enterprise, FL 32725
City, State, Zip Code

386-774-1020
Telephone Number

Sworn to and subscribed before me

This 28 day of June 2016

Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ✓ or

Produced Identification

(type of identification)

SECTION 00300
PROPOSAL

FOR

CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
BID NO. 16WA01
(To be completed in Duplicate)

Bidder's Name: Chinchor Electric, Inc.

Submitted: June 28, 20 16

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

Gentlemen:

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

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

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

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

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

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

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **"POTABLE WATER WELL GENERATORS"**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The bid total is:**

One Hundred Twenty Four Thousand Six Hundred Seventy Two & 00/100
(In Words)

Dollars $ 124,672.00 (In Figures)

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 **<u>150</u> 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 **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Local Bidder Preference Affidavit 00110
Schedule of Unit Prices: Section 00310
Statement of Bidder's Qualifications: 00320
Listing of Subcontractors: Section 00330
Listing of Previous Experience: Section 00331
Bid Bond: Section 00410
Public Entity Crimes Statement: Section 00470
Anti-Collusion Statement: Section 00480
Drug Free/Tie Preference Statement: Section 00485
Trench Safety Affidavit: Section 00490
Certificate as to Corporate Principal: Section 00620
City of Holly Hill Insurance Requirements: Section 00800A
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.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, <u>for which no substitutions or alternates will be entertained or allowed.</u> Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

NONE

Category II - Major Equipment Items:

NONE

ALTERNATE MANUFACTURERS/SUPPLIERS

	EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.	NONE			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

6/28/2016

Name (signature) Date

Timothy I. Chinchor

Name (typed and printed)

Vice President

Title

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: 6/07/2016 Addendum No. _______ Dated:
Addendum No. 2 Dated: 6/23/2016 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

Six Thousand Two Hundred Thirty three + 60/— Dollars (6233.60 ——),

made payable to City of Holly Hill (Owner).

Chinchor Electric, Inc.
(Name of Bidder) (Affix Seal)

____
(Signature of Officer)

Vice President
(Title of Officer)

Chinchor Electric, Inc.
Name of Bidder

P.O. Box 4311
Address

Enterprise, FL 32725
City/State/Zip

386-774-1020
Telephone

EC13004865
Contractor's Florida License Number

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

Timothy Z. Chinchor, Pres. P.O. Box 4311, Enterprise, FL 32725

Timothy I. Chinchor, VP. P.O. Box 4311, Enterprise, FL 32725

END OF SECTION

SECTION 00310
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
BID# 16WA01

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Well #11 Generator	1	LS	31,061.00	31,061.00
2	Well #13, 14, and 15 Generator	1	LS	88,611.00	88,611.00
3	Permit Allowance	1	LS	$ 5,000.00	$ 5,000.00
				BID TOTAL	124,672.00

Submitted by:

Contractor: Chinchor Electric, Inc.

Address: P.O. Box 4311, Enterprise, FL 32725

Telephone: 386-774-1020 Fax: 386-774-7223

State of Florida Certified General Contractor or Electrical Contractor (Required Information)

Licensee: Electrical Contractors License License No: EC13004865

SECTION 00320

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. Chinchor Electric, Inc.

B. Permanent main office address. 935 Shadick Drive, Orange City, FL 32763

C. When organized. January, 1991

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? 25 years

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

G. General character of work performed by your company. Commercial/Industrial Electric & Traffic Signalization

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. Please see attached

K. List your major equipment Please see attached.

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 Resume'

N. Credit available: $ 700,000.00

O. Give bank reference: Ben Flowers, President, Mainstreet Bank, 386-734-5930

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

CHINCHOR ELECTRIC, INC. print date 6/28/2016

SCHEDULE OF CONTRACTS IN PROGRESS

May 31, 2016

Job #	Name	Original Contract Amount	Change Orders	Revised Contract Amount	Estimated Completion Date
214KBI03	LS # 35 & 99	$ 623,976	$ 11,695	635,671	Dec-16
215DAN03	S Airport APM Complex	35,116		35,116	16-Sep
215DAN14	Five Points	118,000		118,000	16-Jul
215DAN15	LS #B08 &B11	66,684		66,684	16-Aug
215FDC01	Port St johns WWTP	228,987		228,987	16-Nov
215L7C08	Ormond Bch WWTP	78,703		78,703	16-Nov
215OMC05	WTP Chemical Storage Tank	145,430		145,430	16-Jun
215PCG03	Orange CO RR Pkg	74,350		74,350	16-Aug
215TLC01	Seminole Co. Various PS Upgrade	160,000		$ 160,000	16-Jun
215TLC02	St Augustine PS	149,287		149,287	16-Aug
215USW01	Fish Island & Other LS	51,808		51,808	16-Jun
215WSI06	Cranes Roost Consult	16,000	$ 521,480	$ 537,480	16-Jul
215WSI07	Harmony WWTP	1,187,662		$ 1,187,662	16-Aug
215WSI09	Cranes Roost Park Task 4	152,632	$ 177,344	329,976	16-Jun
215YCC01	WVWS Reclamed water	37,221		37,221	16-Jun
216CLM01	WTP High Service Pump Improve	76,391		76,391	16-Sep
216COC01	Jerry Sellers WRF	2,122,182		2,122,182	17-Jul
216COE01	Haselton WTP	444,320		444,320	16-Dec
216DAN01	Brevard CO LS #F10	79,160		79,160	16-Jun
216DAN04	Devereox	19,143		19,143	16-Jul
216DAN05	Holly Hill LS # 16	22,010		22,010	16-Sep
216L7C01	Sanford Cross PS TWP #2	46,341		46,341	16-Aug
216SCP01	SE Regional WRF	114,950		114,950	16-Sep
216VCT01	VCBJ & VCCF	1,440,612		1,440,612	17-Jan
216VCT02	Glen Abby WTP	130,528		130,528	16-Dec
216WSI01	Cranes Roost - Roadway	132,604		132,604	16-Jun
216WSI02	SW Regional WRF	1,067,300		1,067,300	17-Nov
216WSI03	Orlando LS #5	1,005,300		1,005,300	18-Jan
315USF03	Site Lighting Repair	2,500		2,500	16-Jun
315USF04	Generator Breaker	500		500	16-Jun
316BFE01	Move Light Pole	9,919		9,919	16-Jun
316BTB01	Pole Relocation	9,919		9,919	16-Jun
215TCC01	CDF South Landfill	69,839		69,839	16-Oct
316KCI01	CVS Pharmacy Pole	1,875		1,875	16-Jun
216DAN07	Brevard LS # T44	9,754		9,754	16-Jul
216DAN08	St Cloud LS # 27	15,947		15,947	16-Jul
216USW02	Lady Lake WWTF #2	37,383		37,383	16-Dec
316VCS03	Westdie Elementary Panel	5,250		5,250	16-Jul
316AUV01	Harmony WWTP Sec. Pole	2,931		2,931	16-Jul
		1		1	
		1		1	
	ELECTRICAL TOTALS	$ 9,992,516	$ 710,519	$ 10,703,035	

Attachment: DOC063016-004 (1375 : Potable Water Well Generators)

CONTRACTOR DATA SHEET

Company: Chinchor Electric, Inc.

Licenses: Florida EC0002457 & EC13004865

Mailing Address: P.O. Box 4311
Enterprise, FL 32725-4311

Physical Address: 935 & 941 Shadick Drive
Orange City, Florida 32763

Telephone: 386.774.1020
Facsimile: 386.774.7223

Services: Full Service Heavy Commercial and Industrial Electrical Installations for New or Renovated/Retrofitted Projects, specializing in PLC Design and Programming, Water and Waste Water Treatment Plants, Automation Systems and Instrumentation. Signalization, Roadway Lighting and ITS.

Personnel: All Field Employees MOT certified

Company Established: 1986, Incorporated January 1, 1991

The Principals: Timothy Z. Chinchor, President & Qualifier

Banking: Ben Flowers, President
Mainstreet Community Bank
204 S. Woodland Blvd.
DeLand, Florida 32720
Telephone: 386.734.5930

Insurance: Justin Anselmo, Account Executive
Brown & Brown Insurance
220 S. Ridgewood Avenue
Daytona Beach, FL 32114
Telephone: 386.239.8821

Bonding: **Susan Reiche**, VP
Florida Surety Bonds
620 N. Wymore Road, Suite 200
Maitland, FL 32751
407.786.7770
Bonding Capacity: $15,000,000

Example Projects
Orange County, Florida, Traffic Signal Supply & Installation, Ongoing....................$5,600.000
Ripsaw Falls, Universal Studios Development Partners, Completed 1999.................... $4,200,000
Lake Jesup Toll Plaza, Completed 2011..$1,219,488
Southland Construction, Inc., State Road 434, Completed 2005....................................1,400,000
Airport Blvd., Signalization, Completed 2007 .... $1,200,000
S.R. 434 Widening, Completed 2011...$983,000
Winn Dixie Stores, Generator Replacement 26 Stores, Completed 2009..................$3,775,000

CHINCHOR
ELECTRIC INC.

Randall Ossowski
SUPERINTENDENT
Journeyman Electrician

Mr. Ossowski started working with Chinchor Electric in 2007. He attended Florida Electrical Apprenticeship Training program and received his Journeyman Electrical License in April 2010. While in the apprenticeship program Randy obtained his OSHA training and Class B Commercial Drivers License. While with Chinchor Electric, Mr. Ossowski has worked on a broad spectrum of electrical projects ranging from Street Lighting to Generator Installation, extensive experience in the Water and Wastewater Treatment Facilities and countless underground applications.

Significant Projects Completed with Chinchor Electric, Inc.

- Winn Dixie Standby Generators
- Skyview Utilities Water and Wastewater Project – City of Lakeland
- Pinellas County EMS Parallel Generators (x2)
- Edgewater WWTP Renewal and Replacement
- PGA WWTP 1250KW Generator Replacement – Seacoast Utilities
- Lake Jesup Water Augmentation Facility – City of Winter Springs
- City of Frostproof North Water Treatment Plant Generator
- Polk County LS 99
- Ormond Beach WWTP
- Altamonte Spring RWRF
- Seminole County Fire Station 13
- Groveland WTP No. 5
- Lake Jesup Toll Plaza
- Ormond Beach Retro Lighting
- Ocala Streetscape and Lighting
- US 1 Decorative Street Lighting, South Daytona

Other Related Experience

Class B CDL
First Aid & CPR Certified
Certified Aerial Platform Operator
Certified Fork Lift Operator
Certified Boom Truck Crane Operator

Revised 5-2015

CHINCHOR ELECTRIC, INC.
935 SHADICK DRIVE, ORANGE CITY, FLORIDA 32763
Equipment List for 2015

List of Equipment

1. (2) 25 ton Terex Telelect 65', Auger truck / Crane **#98202 & 916710**
2. 18 ton Ford M8500 55' Commander, Auger truck / Crane **#912403**
3. Semi-tractor Volvo – Slurry Containment Tanker 3000 gal. **#98598**
4. 4000 gal. Slurry Containment Truck, Ford **#913090**
5. (2) F550 Crew Cab truck **#915713** w/ 35' Goose neck trailer
6. Dump trucks of varies sizes, as required (**#912394, #99101, #99002**)
7. CAT 259 Skid Steer
8. Kubota rubber tired backhoe
9. 1000 gallon water tank, Portable
10. 2" & 3" submersible Hydraulic and Electric pump (2)
11. 3" Trash Pump Portable (Gas Powered) (1)
12. 4" Trash Pump Portable (Gas Powered) (1)
13. 10" and 12" Steel Tremie with extensions, at required lengths
14. 36", 42", 48", 54", 60" Augers and Bailing Buckets
15. Forms (Top Beauty Rings) made of Steel, Fiberglass or Sona tube
16. Steel casings, at required lengths
17. (OFI Slurry Testing Equip.) Balance Beam and Viscosity Funnel
18. Automatic Laser Line Level
19. De-sanding Unit, (10" Hydrocyclone,500GPM)
20. Steel Surface Casing of assorted Diameters and Lengths
21. (6) Terex Utility Bucket Trucks w/ working heights from 38' to 65'
22. (2) Vermeer Trenchers w/ Backhoes attachements
23. (20) Trailers of Various Sizes (3000lbs to 34 ton Lowboy)
24. (2) 20' Dump Trailers
25. Wire Spool Truck (**#97801**)
26. Multiple Small Excavation Equipment
27. Concrete Cutting Equipment
28. Wire Tugging wenches to 6500lbs.
29. Mole Machine (underground Missile)
30. (2) Air Compressor w/ Jack Hammers
31. (2) Mobile Light Trailers
32. Vermeer 20-22 Directional Bore Machine w/ 2 Mixing Systems
33. 30 ton Manitex 110' crane 916013
34. Spiral Drill LHD – Pressure Digger Low Mast) 916513
35. CAT 420E Backhoe & Case Backhoe (3 total)
36. (2) HDPE Conduit Reel Trailers
37. CAT 305 Excavator
38. (2) CAT 302.5 Excavator
39. F550 Utility with Auto Crane
40. 40' Mobile Office/Storage Conex

CHINCHOR ELECTRIC INC.

• Industrial • Commercial • Signalization

Past Lift Station Projects:

Project: Deer Run PS, Lakes of Aloma PS, and Willa Springs PS
Owner: South Seminole North Orange County Wastewater Transmission Authority
Prime Contractor – Danus Utilities Inc., P. O. Box 291671 Port Orange, FL 32129
Contact: Weston Haggen 407-679-5358
Contract: 214DAN06 $271,123.00
Begin Work 8/2014 **End Work** 1/2015
Key Staff and Roles: Don Hasco – Chinchor Project Manager
Description: New electrical services, pump control panels, generators (125KW, 80KW, 125KW), ATS's, ground rings, etc. for three (3) pump stations.

Project: Toho Lift Station #2 and Lift Station #41-P
Owner: Toho Water Authority
Prime Contractor – Danus Utilities Inc., P. O. Box 291671 Port Orange, FL 32129
Contact: Annie Geary 407-944-5019
Contract: 214DAN07 $50,417.00
Begin Work 10/2014 **End Work** 11/2014
Key Staff and Roles: Don Hasco – Chinchor Project Manager
Description: New electrical services, pump control panels, ground rings, etc. for two (2) lift stations.

Project: Orange Ave PS#3190, Hiawassee Road PS#3038, Presidents Drive PS #3177
Owner: Orange County
Prime Contractor – TLC Diversified, Inc. 2719 17th Street East, Palmetto, FL 34221
Contact: Ray Rice – 407-947-9800
Contract: 213TLC02 $523,095.00
Begin Work 1/2014 **End Work** 3/2014
Key Staff and Roles: Bret Fudge – Chinchor Project Manager
Description: Replacement of eighteen (18) VFD's and associated electrical and controls at three (3) master pump stations. Six (6) 90HP, Six (6) 60HP, and Six (6) 40HP

CHINCHOR
ELECTRIC INC.

• *Industrial* • *Commercial* • *Signalization*

Project #1:

Project Name - City of Cocoa Beach WWTP 2011-2013

Owner – City of Cocoa Beach

Owner Contact – Darby Blanchard – Utilities Director
321-868-3243 dblanchard@cityofcocoabeach.com

Engineer – Quentin L. Hampton

Engineer Contact – Brad Blais 386-761-6810

Prime General Contractor – Wharton-Smith, Inc.

G.C. Project Manager – Chris Gayner
407-321-8410 gayner@whartonsmith.com

Project Details: Replace MCC while keeping essential loads energized with temporary wiring; replace (3) 150HP blower VFD's, (3) 100HP transfer pump VFD's, (1) 100HP ASR well VFD, (3) 60HP influent pump VFD's, (2) 90HP VFD's for offsite lift station, numerous smaller VFD's, and plant wide electrical upgrades.

Similarities to the RFP: This project was for the same general contractor, Wharton-Smith, and was managed by the same project manager, Chris Gayner. This project also utilized Square D electrical gear for MCC's, VFD's, RVSS, etc.

Electrical Project Value: $1,351,235.00

State License EC 0002457

P.O. Box 4311 • Enterprise, FL 32725-4311 • (386) 774-1020 • Fax (386) 774-7223

Project #2:

Project - Altamonte Springs RWRF Low Voltage Wiring Phase IV – 2010

Owner – City of Altamonte Springs

Owner Contact – Tracy B. Mullins - Utility Maintenance Electrician
407-571-8715 TBMullins@altamonte.org

Engineer – AECOM

Engineer Contact – Carl Edquist 407-513-8274

Prime Contractor – Chinchor Electric, Inc.

Chinchor Project Manager – Don Hasco

Project Details: Replace MCC while keeping essential loads energized with a generator, replace (3) 75HP RVSS for raw sewage pumps, (3) 100HP RVSS for effluent pumps, (4) 50HP VFD's for low head transfer pumps and plant wide electrical upgrades.

Similarities to the RFP: Project is at the same RWRF. Chinchor is very familiar with this plant and has completed numerous additional projects at this plant directly for the City of Altamonte Springs. This project will utilize Square D electrical gear as the previous projects at this plant and Chinchor has used on many other projects.

Electrical Project Value: $229,402.00

Project #3:

Project – Edgewater WWTP Renewal and Replacement 2012-2014

Owner – City of Edgewater

Owner Contact – Eric Bosse – Wastewater Plant Manager
386-424-4284 ebosse@cityofedgewater.org

Engineer - Quentin L. Hampton

Engineer Contact – Kevin Lee 386-761-6810

Prime General Contractor – Brandes Design Build

Project Details: Install 2 MCC's in new electrical building, replace VFD's in existing MCC's, new 900KW generator with associated electrical, duct banks with handholes, BNR rehab, new clarifier, new RAS, scum PS, headworks rehab, reclaimed pump station rehab, plant wide electrical upgrades

Similarities to the RFP: Upgrades to an existing on-line WWTP. New MCC's, headwork upgrades, new electrical building, instrumentation upgrades. Electrical construction of a WWTP utilizing many of the same materials and methods. This project also utilized Square D electrical gear for MCC's, VFD's, RVSS, etc.

Electrical Project Value: $722,193.00

Project #4:

Project – St. Cloud WTP #1 2012-2013

Owner – City of St. Cloud

Owner Contact – Kevin Felblinger – Project Manager for City of St. Cloud
407-957-7353

Engineer – Reiss Engineering

Engineer Contact – Scott Hoxworth
407-679-5358

Prime General Contractor – Wharton-Smith, Inc.

G.C. Project Manager – Erik Anderson
407-321-8410 edanderson@whartonsmith.com

Project Details: Construction of a new water treatment plant. 750KW generator, new electrical service, MCC's, high service pumps, ground storage tank, lightning protection, new administration building.

Similarities to the RFP: Project was a "CMAR" (construction manager at risk) project, managed by Wharton-Smith, Inc. and had the same project superintendent from Wharton-Smith, Jim Gramlich. Electrical construction at a WTP utilizing many of the same materials and methods. This project also utilized Square D electrical gear for MCC's, VFD's, RVSS, etc.

Electrical Project Value: $763,866.52

CHINCHOR
ELECTRIC INC.

Timothy Z. Chinchor
President and Owner
EC0002457

Mr. Chinchor is President and Owner of Chinchor Electric, Inc. Mr. Chinchor built his company from an independent Electrical Company specializing in Industrial Automation to the present day firm handling Industrial and Commercial Electrical projects and a Traffic Division handling Highway Lighting and Signalzation.

Mr. Chinchor's experience started in 1980, working as an apprentice with United States Steel, in Homestead, Pennsylvania. His talents quickly led him to a position with R.M. Kellar Electric, Versailles, Pennsylvania, in 1981. Upon moving to Florida and gaining his Journeyman's License, in 1984, he went to work for Tri-City Electrical Contractor, Inc. and obtained his Master Electricians license in 1986. At the age of 25, Tim started his own company, Tim Chinchor Electrical Contracting. He is now the President of Chinchor Electric Inc., established in 1991 to serve the Industrial and Commercial Electrical needs of the Southern United States and Caribbean Islands.

Mr. Chinchor has the dynamic ability to design, coordinate, automate and construct the most technical of theme park designs to lighting and powering industrial facilities. Chinchor Electric, Inc. is the pioneer of the preferred vendor program for Rockwell Automation Products, having made Chinchor Electric, Inc. their only endorsed contractor in Georgia and Florida.

Associations:
- National Fire Protection Association
- International Association of Electrical Inspectors
- Florida Association of Electrical Contractors

Significant Projects Completed with Chinchor Electric, Inc.:
Mr. Chinchor has personally been involved as the qualifying agent for $200+ Million including, but not limited to:

- World Cup Soccer 1994 (award winning broadcast audience of 88 million viewers)
- Sysco Foods, All Florida Locations
- Orlando Library, lighting enhancement
- Eagle Lake Baptist Church, design build
- Calvary Assembly Church (award winning installation with the Association of Builders and Contractors)
- U.S. Foodservice, Ormond Beach, Florida (a major emergency fire restoration project)
- Suess Landing, Toon Lagoon, and many more - Universal Island Of Adventure
- Standardization of the theme park industry electrical, communication systems emergency EVAC systems, working on more than 56 ride and show system projects through out the United States. We (on job) trained over 400 ride maintenance technicians
- Kongfrontation, E.T. Ride, Jaws Lagoon, Terminator II and many more – Universal Studios
- Cape Canaveral NASA early warning system
- Showalter Flying Services (Terminal at Orlando Executive Airport)

- Cape Canaveral Air Force Base prototype laboratory
- Seminole County Traffic and Facilities – all major projects
- Volusia County Facilities and Traffic signal systems
- City of Winter Springs
- Orange County Traffic and Signalization
- Florida Department of Transportation approved vendor for signalization and electrical system maintenance and upgrades
- L3 System Installations of Gainesville, Orlando/Sanford and Daytona Beach airports (the only explosive/threat detection systems completed on schedule in the United States, December 2003)

Mr. Chinchor has an addiction to education, accumulating countless hours of educational credits. At this time, he has logged over 1100 continuing education hours following the reception of his Florida Master Electrician State Certification. This number pertains only to the hours counted as state credit, other hours accumulated include Fiber Optic Splicing and vendor provided classes. Mr. Chinchor is currently serving as the Chair of the Florida State Board of Electrical Contractors, commonly referred to as ECLB.

CHINCHOR
ELECTRIC INC.

Timothy I. Chinchor
Vice President
EC13004865

Tim Chinchor, Jr. has worked with Chinchor Electric since 2005 and has held the position of Estimator and Project Manager for the last 6 years. As Project Manager, Tim has had a broad level of experience in electrical applications including Water and Wastewater Industrial Construction and Controls, Heavy Generator Installation, Street Lighting and Facility Maintenance. Mr. Chinchor has been appointed Vice President as of spring 2012 and is learning the in depth skills it takes to manage a multimillion dollar Company.

Significant Projects Overseen and Completed with Chinchor Electric, Inc.:

- City of Cocoa Beach WRF Rehabilitation
- City of St. Cloud WTP #1
- PGA WWTP 1250KW Generator
- St. Cloud SWAF
- Ormond Beach Reuse and WWTP
- City of Ocala Streetscape
- David Hanson WWTP
- US 1 Decorative Street Lighting
- Fire Station #13, Apopka
- Winn Dixie Generator upgrade, Statewide
- Glen Abbey WTP Well Expansion, Debary, FL
- DeLand WWTP
- Lake Jesup SR 417 Toll Plaza, Seminole, FL
- Low Voltage Wiring Phase IV, Altamonte Springs WWTP
- VFD Installation at Holly Hill WTP

Other Related Experience:

- 2012 Appointed Vice President
- 2011 Master Electrician EC13004865
- 2009 Licensed Journeyman
- 2009 FEAT Graduate
- 2007 Class A CDL
- 2006 Level I & Level II Traffic Signal Technician
- 2006 MOT Certified Level I, and II
- 2005 Jessica Lunsford Security Clearance, Volusia County Schools
- 2005 OSHA & First Aid Certified

CHINCHOR
ELECTRIC INC.

Donald J. Hasco
Director of Electrical Operations
EC13006447

Don Hasco came to work at Chinchor Electric in 2003 starting in the field as an Electrical Apprentice. While in the field, Don attended Florida Electrical Apprenticeship and Training in Sanford Florida. Upon graduation he went on to receive his Journeyman License through Orange County in November 2007. Since obtaining his Journeyman License, Don worked his way to Project Manager in 2010, Lead Estimator for the Electrical Division in 2011 and finally in January 2014 Don became the Director of Electrical Operations. Don is currently responsible for the day to day operations of the electrical division including overseeing the estimating and project management. Don became a Master Electrician and State Certified Unlimited Electrical Contractor in November 2014. Mr. Hasco has a broad level of experience working and overseeing many projects with extensive concentrations in Water and Waste Water Industrial Construction, Generator Installations, and Street Lighting.

Significant Projects Completed with Chinchor Electric, Inc.:

- City of Cocoa Beach WRF
- St. Cloud WTP #1
- Edgewater WWTP
- Orange County SW Marriott Master Pump Station
- Pinellas County EMS Parallel Generators
- FDOT US17/92 Decorative Lighting, Sanford
- FDOT US441 & SR436 Lighting, Apopka
- Orange County Master Pump Stations (x3) VFD Replacement (x18)
- Grand Island Shores WTF, City of Eustis
- Seminole County Pump Stations (x7)
- Altamonte Springs WRF 12.47KV Service
- Armstrong WSF, Titusville
- Garnsey WTP, Port Orange
- PGA WWTP 1250KW Generator, Seacoast Utility Authority
- Lake Jesup Water Augmentation Facility, City of Winter Springs
- Lake County Administration Building LED Lighting
- St. Johns County Lift Stations Groups I & III

- North Water Plant Generator, Frostproof, FL
- City of Groveland WTP#5
- David Hanson WWTP, Bushnell, FL
- Winn Dixie Generator Installation, 26 stores throughout Florida
- Holly Hill WWTP, Holly Hill, FL
- S.R. 417 Lake Jessop Toll Plaza, Seminole County FL
- Rima Ridge Wells #54, 55 & 56, City of Ormond Beach, FL
- Ormond Beach WWTP Rehabilitation
- City of Ocala Streetscape
- City of South Daytona Decorative Street Lighting
- Altamonte Spring WRF, Low Voltage Wiring Phase IV

Other Related Experience:

- Class A CDL
- Maintenance of Traffic Certification
- Intermediate FDOT Work Zone Control Course
- Jessica Lunsford Security Clearance, Volusia County Schools

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 Orange City this 28 day of June, 20 16.

Chinchor Electric, Inc.
Name of Bidder

By: ______________ V.P.
Title

State of Florida

County of Volusia

Timothy I. Chinchor being duly sworn deposes and says that he is the Vice President of Chinchor Electric, 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 28 day of June, 20 16.

____
Notary Public

____
Notary Public (Print or Type)

NOTARY PUBLIC STATE OF FLORIDA
KIMBERLY KAY CAPMAN
MY COMMISSION #FF054003
EXPIRES November 28, 2017
(407) 398-0153 FloridaNotaryService.com

My commission expires: __________

END OF SECTION

SECTION 00330
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
	NONE	1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331
LISTING OF PREVIOUS EXPERIENCE

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

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

END OF SECTION

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 28th day of June, 2016, 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

Chinchor Electric, Inc.

935 Shadick Drive, Orange City, FL 32763
Address

Chinchor Electric, Inc.
Corporate Principal

ATTEST:

President
AFFIX
CORPORATE SEAL

United Fire & Casualty Company

PO Box 73909, Cedar Rapids, IA 52407-3909
Address

By Gloria A. Richards

AFFIX Gloria A. Richards*
CORPORATE SEAL

United Fire & Casualty Company
Corporate Surety

ATTEST:

*Attorney-In-Fact and FL Licensed Resident Agent
Title

END OF SECTION

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR GLORIA A RICHARDS, OR OR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, OR GLENN ARVANITIS, OR SONJA HARRIS, ALL INDIVIDUALLY of MAITLAND FL

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA
UNITED FIRE & INDEMNITY COMPANY CORPORATE SEAL WEBSTER TEXAS
FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:
On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

NOTARIAL SEAL IOWA
Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2018

Judith A Davis
Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 28th day of June, 2016.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA
UNITED FIRE & INDEMNITY COMPANY CORPORATE SEAL WEBSTER TEXAS
FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

By: David A. Lange
Secretary, UF&C
Assistant Secretary, UF&I/FPIC

BPOA0049 0115

SECTION 00470

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. 16WA01 for City of Holly Hill.

This sworn statement is submitted by Chinchor Electric, Inc. whose business address is P.O. Box 4311, Enterprise, FL 32725 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3044703. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ________________.)

My name is Timothy I. Chinchor 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, 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).

(Signature) ______________________ Date: 6/28/2016

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Timothy Chincher who, after first being sworn by me, affixed his/her signature in the space provided above on this 28 day of June, 2016.

Notary Public

My Commission Expires:

KIMBERLY KAY CAPMAN
MY COMMISSION #FF054003
EXPIRES November 28, 2017
(407) 398-0153 FloridaNotaryService.com

SECTION 00480
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: Chinchor Electric, Inc.

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

TITLE: Vice President

ADDRESS: P.O. Box 4311

CITY AND STATE: Enterprise, FL 32725

TELEPHONE: 386-774-1020

COMPLETION TIME: 150 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

SECTION 00485
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:

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

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

SECTION 00490
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
Not Applicable	$0

____

(Cost in Words)

TOTAL $ 0

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Chinchor Electric, Inc.

DATE: 6/28/2016 BY: __________________

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

ADDENDUM NO. 1
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
BID NO. 16WA01

June 7, 2016

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated June 2016 and prepared by Quentin L. Hampton Associates, Inc. as fully and completely as if the same were fully set forth therein.

1. **Section 00310 "Schedule of Unit Prices"** – This section has been revised. The installation of Lift Station #6 Generator is no longer needed. It will be installed by the manufacturer. *Bidders must use the revised 00310 with their bid submittal.*

2. **Section 01025 "Measurement and Payment"** – This section has been revised to reflect the changes regarding the installation of the Lift Station #6 Generator. The relocation of the Lift Station #6 Generator will be provided by the manufacturer to Well #11 for installation. It will still be the responsibility of the Contractor to install the Well #11 Generator.

3. **The Bid date and time remain unchanged.**

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

SECTION 00310
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
BID# 16WA01

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Well #11 Generator	1	LS		
2	Well #13, 14, and 15 Generator	1	LS		
3	Instrumentation	1	LS		
4	Permit Allowance	1	LS	$ 5,000.00	$ 5,000.00
	BID TOTAL				

Submitted by: ______________________________

Contractor: ______________________________

Address: ______________________________

Telephone: ______________________________ Fax: ______________

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: ______________________________ License No: ______________

Revised per Addendum #1

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing.
2. Excavation, including necessary pavement base removal.
3. Shoring and sheeting.
4. Dewatering and disposal of surplus water.
5. Structural Fill.
6. Backfill.
7. Grading.
8. Replacement of unpaved roadways, grass and shrubbery plots.
9. Cleanup.
10. Testing and placing system in operation.
11. Any material and equipment required to be installed and utilized for the test.
12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
13. Maintaining the existing quality of service during construction.
14. Appurtenant work as required for a complete and operable system.
15. Maintaining or detouring of traffic.
16. Driveway/Sidewalk Removal/Replacement.
17. Demolition and disposal of existing pumps and drywell.

D. No payment shall be made for work constructed outside the authorized limits of work.

Revised per Addendum #1

PART 2 - MATERIALS AND EQUIPMENT

2.01 Well #11 Generator **Bid Item 1**

Lump sum payment shall be made for installation of existing generator from lift station #6 to well #11 site per plans and specifications. The generator relocation will be provided by the manufacturer. Work to include generator and ATS installation, new generator pad, mounting accessories, conduit, wiring, fencing, etc. for a complete and operable system.

2.02 Well #13, 14, and 15 Generator **Bid Item 2**

Lump sum payment will be made for installation of owner provided generator at well #14 and associated improvements at wells #13 and 15 per the plans and specifications. Work to include installation of generator and ATS, generator pad, electrical accessories, conduit, wiring, ATS's at wells # 13 and 15, etc. for a complete and operable system.

2.03 Instrumentation **Bid Item 3**

Lump sum payment will be made for installation and integration of RTU system for wells #13, 14 and 15. Work to include new RTU panels, reuse/replacement of existing antennas, integration of controls at WTP operations building, etc. for a complete and operable system.

2.03 Permit Allowance **Bid Item 4**

An allowance is established to pay costs associated with building permit fees and ancillary costs associated with construction of the lift station improvements. No provisions for mark-up are included within the allowance.

END OF SECTION

Revised per Addendum #1

ADDENDUM NO. 2
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
POTABLE WATER WELL GENERATORS
BID NO. 16WA01

June 23, 2016

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated June 2016 and prepared by Quentin L. Hampton Associates, Inc. as fully and completely as if the same were fully set forth therein.

General

1. **Section 00310 "Schedule of Unit Prices"** – This section has been revised to allow certified Electrical Contractors to enter their license number and to remove the Instrumentation bid item. *Bidders must use the revised 00310 with their bid submittal.*

2. **Section 01025 "Measurement and Payment"** – This section has been revised to reflect the changes regarding the deletion of Instrumentation bid item. The instrumentation work will be completed by the City under separate contract.

3. **Plansheet 3 "Potable Well #11 Site Electrical Plan"** – New 100A ATS to be provided by the Contractor.

4. **Plansheet 4 "Lift Station #6"** – Scope of work removed form project.

5. **The Bid date and time remain unchanged.**

Questions

1. **Section 00310 Schedule of Unit Prices asks for a "State of Florida Certified General Contractor or Underground Contractor (Required Information)" Please advise why a State of Florida Certified Electrical Contractor (license type EC) cannot bid this project as a Prime Contractor since more than 51% of the work is electrical? The concrete pads are a small portion of the work and can be subcontracted.**

   Section 00310 Schedule of Unit Prices revised to include Electrical Contractor as prime.

2. **Will all ATS units be provided by the City?**

   All ATS units to be provided by the Contractor.

3. **Will any control wires be required between stations 13-14 and 14-15?**

   No controls wires required between Wells #13-14 and 14-15.

4. **Does the City desire the 3" galvanized rack pipes to be coated with mastic?**

   Not required

5. **Is the panelboard on Print #6 with (3) 150 amp circuit breakers a SS panel or a 3R housed in a SS enclosure?**

   Change the existing steel JB to a new "dead front" panel with lockable swinging door per the info on sheet #6 of the drawings. Move the two existing breakers into the new panel and add the third breaker. Panel size is 36" x 36" SS enclosure.

6. **Print 5 and 6 differ on cabinet sizes, please clarify.**

   Panel size shall be 36" x 36".

7. **Is the RTU work by others?**

   Box identified as RTU to be NEMA 4X SS Enclosure with terminal strip to accommodate control wires shown on drawing. Contractor to provide enclosure, conduit, wiring and field terminations. RTU panel with PLC and integration to SCADA system to be performed at a later date, not in contract.

8. **Will an updated survey be required?**

   None required.

9. **Per Sect 03300, indicates sump test, compaction test, etc. Is this required?**

   Yes, one compaction test, slump test, and compressive strength test required for each of the two (2) generator slabs to be provided. Testing shall be provided by Contractor.

10. **Will the generators be delivered with empty tanks?**

    Yes.

11. **Who will be providing the fuel at the new locations?**

    City to provide fuel.

12. **How will the new lights be controlled (photocell, motion)?**

    On/Off switch on the electrical rack post below the light as shown on the drawings.

13. **Who will supply the RTU panels at 14, 13 & 15?**

    Refer to response #6 above.

14. **Will an alternate gear package other than Square D be acceptable?**

    Alternate major manufacturers of equipment are acceptable. Square-D equipment shown as basis of design, alternates to have equal specifications.

15. **Will the existing service and ampacity at well #14 be sufficient?**

    Independent service feeds to Well #13, 14, and 15 to remain and are adequate.

16. **Who will be responsible for the mechanical integrity of the generators to be relocated?**

    The City will be responsible for generator integrity at their Public Works facility and during transportation to the site. Contractor to set generator from City trailer onto slab. If mechanical integrity is not related to setting than the City will be responsible.

17. **Who will be responsible for the delivery of the generator to the site?**

    City will deliver generators to the project site. Contractor to set generator from City trailer onto slab.

18. **Will it be permissible to bill start-up costs (bond, permit, etc.)?**

    It is no permissible to bill for start-up costs. However, partial payment of the bid items may be requested based on percentage of work complete.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing.
2. Excavation, including necessary pavement base removal.
3. Shoring and sheeting.
4. Dewatering and disposal of surplus water.
5. Structural Fill.
6. Backfill.
7. Grading.
8. Replacement of unpaved roadways, grass and shrubbery plots.
9. Cleanup.
10. Testing and placing system in operation.
11. Any material and equipment required to be installed and utilized for the test.
12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
13. Maintaining the existing quality of service during construction.
14. Appurtenant work as required for a complete and operable system.
15. Maintaining or detouring of traffic.
16. Driveway/Sidewalk Removal/Replacement.
17. Demolition and disposal of existing pumps and drywell.

D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Well #11 Generator **Bid Item 1**

Lump sum payment shall be made for installation of existing generator from lift station #6 to well #11 site per plans and specifications. The generator relocation will be provided by the manufacturer. Work to include generator and ATS installation, new generator pad, mounting accessories, conduit, wiring, fencing, etc. for a complete and operable system.

2.02 Well #13, 14, and 15 Generator **Bid Item 2**

Lump sum payment will be made for installation of owner provided generator at well #14 and associated improvements at wells #13 and 15 per the plans and specifications. Work to include installation of generator and ATS, generator pad, electrical accessories, conduit, wiring, ATS's at wells # 13 and 15, etc. for a complete and operable system.

2.03 Permit Allowance **Bid Item 3**

An allowance is established to pay costs associated with building permit fees and ancillary costs associated with construction of the lift station improvements. No provisions for mark-up are included within the allowance.

END OF SECTION

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC13004865	

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

CHINCHOR, TIMOTHY IAN
CHINCHOR ELECTRIC, INC.
935 SHADICK DRIVE
ORANGE CITY FL 32763

ISSUED: 09/11/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1409110000748

2015/ 2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

Receipt # 200107120014 Expires: September 30, 2016
Business Location: 935 SHADICK DR

Volusia County
FLORIDA

Business Name: CHINCHOR ELECTRIC INC
Owner Name: CHINCHOR ELECTRIC INC
Mailing Address: PO BOX 4311
ENTERPRISE, FL 32725

BUSINESS TYPE	CODE	COUNT	TAX
Electrical Contractor	301E	33	$72.00
Hazardous Waste Fee	820		$37.00

- 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 Revenue Division 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

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

DATE PAID: 07/31/2015
PAYMENT RECEIPT #: Lockbox-14-00090839

Business Name: CHINCHOR ELECTRIC INC
Owner Name: CHINCHOR ELECTRIC INC
Mailing Address: PO BOX 4311
ENTERPRISE, FL 32725

TOTAL TAX: 109.00
PENALTY: 0.00
TOTAL PAID: 109.00

Receipt # 200107120014 Expires: September 30, 2016
Business Location: 935 SHADICK DR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

CHINC-2 OP ID: LE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/28/2016

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

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

PRODUCER
Brown & Brown of Florida, Inc.
Daytona Beach Office
P.O. Box 2412
Daytona Beach, FL 32115-2412
Justin Anselmo

CONTACT NAME: DENISE D'ABATO
PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729
E-MAIL ADDRESS: DDABATO@BBDAYTONA.COM

INSURED
CHINCHOR ELECTRIC, INC.
P.O. BOX 4311
ENTERPRISE, FL 32725

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Ins Co of America	25453
INSURER B : Depositors Insurance Company	42587
INSURER C : Depositors Insurance Company	42587
INSURER D : Bridgefield Casualty Ins Co	10335
INSURER E : Nationwide Ins Co of America	25453
INSURER F : Hiscox Insurance Co, Inc	10200

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR			GLZO3007183440	08/30/2015	08/30/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY: X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			BAPD3007183440	08/30/2015	08/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0			CAP3007183440	08/30/2015	08/30/2016	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19639521	08/30/2015	08/30/2016	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	EQUIPMENT FLOATER			CIMP3007183440	08/30/2015	08/30/2016	RENTED	100,000
F	PROF/POLL LIAB			B0621PCHIN000215	08/30/2015	08/30/2016	OCC/AGG	$1M/$2M

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

CERTIFICATE HOLDER

CITYH03

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 12, 2016**
FROM: **Valerie Manning**
SUBJECT: **River to Sea TPO FY 2016-2017 Funding Agreement**
NUMBER: **(ID # 1373)**
APPLICANT:
PLANNER:

DISCUSSION: The River to Sea Transportation Planning Organization is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell.

FISCAL ANALYSIS:

The City agrees to allocate $1,171.00 to the River to Sea Transportation Planning Organization. Such funds shall be paid to the River to Sea Transportation Planning Organization upon receipt of an invoice from the River to Sea Transportation Planning Organization to the City. The payment shall be used for the River to Sea Transportation Planning Organization fiscal year (FY) 2016/17 budget effective July 1, 2016. The funding provided to the River to Sea Transportation Planning Organization by the City is equal to $.10 per capita based on the 2015 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

STAFF RECOMMENDATION:

None. City Manager’s Report to the City Commission

COMMISSION GOAL:

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

MOTION:

No motion is necessary, for reporting purposes only.

- TPO FY 2016-2017 Funding Agreement - June 2016 - CM's Comments (PDF)

MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2016/2017 FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this 27th day of June 2016, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

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

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

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

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

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

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

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

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

1. <u>**RECITALS.**</u> The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

2. <u>**FISCAL YEAR 2016/17 FUNDING**</u>. The CITY agrees to allocate **<u>$1,171.00</u>** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2016/17 budget effective July 1, 2016. The funding provided to the R2CTPO by the CITY is equal to $.10 per capita based on the 2015 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

3. <u>**EFFECTIVE DATE AND TERMS**</u>. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2017.

4. <u>**INTERPRETATION**</u>. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

5. <u>**MISCELLANEOUS**</u>

   a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

   b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

   c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. <u>CONTROLLING LAWS</u>

a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

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

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

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

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

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

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

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

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

RIVER TO SEA TPO

Signature

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

ATTEST:

Pamela C. Blankenship
Signature

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

(CORPORATE SEAL)

CITY OF HOLLY HILL

Joseph h Forte
Signature

Print Name: JOSEPH FORTE
Title: City Manager

ATTEST:

Valerie Manning
Signature

Print Name: Valerie Manning
Title: City Clerk

(CORPORATE SEAL)

ORIGINAL

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 12, 2016**
FROM: **Kurt Swartzlander**
SUBJECT: **Report Only Budget Amendments @ CM Level**
NUMBER: **(ID # 1376)**
APPLICANT:
PLANNER:

DISCUSSION: City Manager level budget amendments. See attached documentation.

FISCAL ANALYSIS: Budget amendments within the same department so no increase or decrease in expenditures just a reallocation of expenditures between line items

STAFF RECOMMENDATION:Report Only

COMMISSION GOAL: N/A

MOTION: Report Only

- 20160629163840351 (PDF)
- 20160705142548255 (PDF)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2014-2015

Requesting Department: Public Works Department

Date: 6/20/2016

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-4172-572-6200	Buildings	300.00
	Total	300.00

ADD FUNDS TO ACCOUNT NUMBER:		
001-4172-572-6400	Machinery and Equipment	300.00
	Total	300.00

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

Over budgeted amount for the purchasse of 4 Zero Turn Mowers.

Commission Approved Total Purchase by Bud 6/14/16

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

--- Management Approvals ---

[signature] 6/20/16

Department Head Signature — Date

[signature] 6-28-2016

City Manager Signature — Date

--- For Finance Use Only ---

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☒ Yes ☐ No

HTE Group #: 2094 S

CMCaldwell 6/20/16

Employee Signature — Date

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2014-2015

Requesting Department	Date
Public Works	6/14/2016

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
400-3010-533-5501	Training and Education	600.00
	Total	600.00

ADD FUNDS TO ACCOUNT NUMBER:		
400-3010-533-4001	Regular Travel	600.00
	Total	600.00

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

For Ken Jacobs to attend Florida Rural Water Association Water Distribution Level 3, training and certification.

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

------------------- Management Approvals -------------------

Mark Juliano

Department Head Signature — Date: 6/14/16

City Manager Signature — Date: 6-17-2016

------------------- For Finance Use Only -------------------

Step 1: Finance Review

Finance Director Signature — Date: 6/17/16

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

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