

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • JULY 23, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - COMM. DANIO'S CHOICE

- 1. Positivity Award - Commissioner Danio's Choice
(Requested by Valerie Manning, City Clerk)

3. PRESENTATION

- 1. 36Th Annual National Night Out
(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - July 9, 2019 FY2020 General Fund, Local Option Fuel Tax Fund, and Building Fund Budget Workshop and July 9, 2019 Regular City Commission Meeting and July 16, 2019 Budget Workshop for CRA Fund and Solid Waste Fund
(Requested by Valerie Manning, City Clerk)

6. 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. Resolution -2019-R-41 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2018-2019; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
- 2. Resolution -2019-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Live Flyer, Inc., to Provide for a Pedestrian Bridge Replacement on Riverside Drive at the Intersection with Peterson Court; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. JAGD Grant 2017 2019-JAGD-VOLU-5-N3-047 Holly Hill Police Unmanned Aircraft Systems (UAS)
(Requested by Steve Aldrich, Police)

7. REGULAR AGENDA

1. Maximum Millage-Fiscal Year 2018-2019

(Requested by Stella Gurnee, Finance)

2. Ordinance -2019-O-3018 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-125, Section 70-276, and Section 70-277 of the Holly Hill Code of Ordinance to Change Rates and Methodology of Charging Water and Sewer Fees; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

8. PUBLIC HEARING

1. Ordinance -2019-O-3017 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-49 of the Holly Hill Code of Ordinance to Change When Water and Sewer Impact Fees Are Paid; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

9. COMMUNICATIONS

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

10. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

POSITIVITY AWARD (ID # 2579)

Meeting: 07/23/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2579

2.1

Positivity Award - Commissioner Danio's Choice

This Positivity Award has been chosen from City Commissioner John Danio, District 3.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2581)

Meeting: 07/23/19 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2581

3.1

36Th Annual National Night Out



PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
NATIONAL NIGHT OUT
TUESDAY, AUGUST 6, 2019
IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique nationwide crime, drug and violence prevention program on Tuesday, August 6, 2019 entitled “*National Night Out*”; and

WHEREAS, the *36th Annual National Night Out* provides a unique opportunity for the City of Holly Hill to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the residents of Holly Hill play a vital role in assisting the Holly Hill Police Department in combating crime, drug and violence efforts in the City of Holly Hill and is supporting National Night Out 2019; and

WHEREAS, it is essential that all citizens of Holly Hill be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs, and violence in their neighborhoods; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of National Night Out program.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida, and on behalf of the City Commission, do hereby proclaim Tuesday, August 6, 2019 as:

NATIONAL NIGHT OUT

call upon all citizens of Holly Hill to join the Holly Hill Police Department and The National Association of Town Watch in supporting the *36th Annual National Night Out*.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 23rd day of July, 2019.

City of Holly Hill, Florida

Chris Via, Mayor

Attachment: Proclamation - National Night Out - August 6, 2019 (2581 : 36Th Annual National Night Out)



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

5.1

**City Commission
Agenda Item**

MEETING DATE: July 23, 2019
FROM: Valerie Manning
SUBJECT: Minutes - July 9, 2019 FY2020 General Fund, Local Option Fuel Tax Fund, and Building Fund Budget Workshop and July 9, 2019 Regular City Commission Meeting and July 16, 2019 Budget Workshop for CRA Fund and Solid Waste Fund
NUMBER: (ID # 2570)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 9, 2019 Budget Workshop, July 9, 2019 regular City Commission meeting and July 16, 2019 Budget Workshop.

MOTION:

Approve all three sets of minutes as submitted by staff.

- Minutes - July 9, 2019 - Budget Workshop (PDF)
- Minutes - July 9, 2019 - Regular City Commission meeting (PDF)
- Minutes - July 16, 2019 - Budget Workshop - CRA Fund & Solid Waste Fund (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 9, 2019

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. FY2020 BUDGET SUMMARY DETAIL

1.

FY 2020 Budget Summary Detail

(Requested by Valerie Manning, City Clerk)

Stella Gurnee, Finance Director discussed the handout of the FY2020 General Fund, Local Option Fuel Tax Fund, and Building Fund with the Mayor, City Commissioners and staff.

A spreadsheet of the FY2020 General Fund, Local Option Fuel Tax Fund, and Building Fund workshop for tonight's discussion is available in the City Clerk's Office.

Due to time constraints, the workshop was recessed at approximately 6:55 PM and reconvened at approximately 7:40 PM after the regular City Commission meeting.

The next budget workshop will be on Tuesday, July 16, 2019 beginning at 6:00 PM in the Commission Chambers.



3. ADJOURNMENT

The budget workshop recessed at approximately 6:50 PM.

The workshop reconvened after the regular City Commission meeting at approximately 7:40 PM.

The workshop adjourned at approximately 8:40 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 9, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

The American Legion Post 120 Chaplain led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PRESENTATION

Mayor Via asked for a motion to excuse Commissioner Danio from the meeting tonight.

*Commissioner Penny made a motion to **EXCUSE Commissioner Danio from the regular City Commission meeting**, seconded by Commissioner Currie.*

PASSED, 4-0.

1.

Recognizing Officer of the Year Statewide - Jared Bionelli

(Requested by Valerie Manning, City Clerk)

The American Legion Post 120 presented Officer Jared Bionelli a plaque of their appreciation for his service to the community and for winning the 2019 Officer of the Year Statewide Award through The American Legion Post.

RESULT: NO VOTE NEEDED



3. **POSITIVITY AWARD - NONE**4. **PUBLIC COMMENTS**

The following individual spoke to the Mayor and City Commission:

Fisher Strong, 557 6th Street, Holly Hill, shared his concerns about the constant speeding where he lives and asked if something can be done about it.

5. **APPROVAL OF MINUTES**

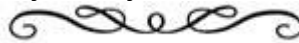
1.

Minutes - June 25, 2019 FY18-19 Mid-Year Budget Workshop, June 25, 2019 Regular City Commission Meeting and July 2, 2019 FY2020 Preliminary Budget Workshop

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 9th day of July, 2019, in Holly Hill

6. **CONSENT AGENDA**

1.

Social Media Policy and Terms of Use

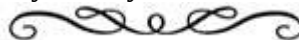
(Requested by Scott Gutauckis, Information Technology)

Mr. Forte stated that he would like to pull this agenda item, Social Media Policy, so that the Commissioners have an opportunity to workshop this item before it is voted on. Mr. Forte stated that they will schedule a workshop on Social Media after the budget workshops have been completed and a date and time is good for everyone to attend. Attorney Simpson will try to make that workshop as well.

There was **consensus** from the Mayor and Commissioners to pull this agenda item until after they have had the workshop.

RESULT:	PULLED BY THE CM
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Enacted and approved this 9th day of July, 2019, in Holly Hill

7. **REGULAR AGENDA**

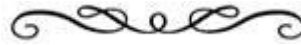
1. -2019-O-3017 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-49 of the Holly Hill Code of Ordinance to Change When Water and Sewer Impact Fees Are Paid; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 7/23/2019 7:00 PM
MOVER:	John Penny, District 1 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Johnson	
ABSENT:	Danio	

8. **PUBLIC HEARINGS - NONE**

None.

9. **COMMUNICATIONS**

A. City Manager & Staff Comments

Mr. Forte informed the Mayor and Commissioners about receiving most of the Racing and Recreational Facilities Grant today for \$43,750 and that will go towards the Pickleball adjunct activities. Like the bocce ball, croquet, and all those kinds of things. That's two years in a row. Between an officer get a recognition like this evening that the city has never had before and Daytona giving Holly Hill two grants two years in a row, that's a pretty good accomplishment.

B. City Attorney Comments

Attorney Simpson briefly discussed social media issues and will try to be a part of the upcoming workshop on this matter in the upcoming months.

C. City Commission Comments

Commissioner Currie is glad that they moved the Social Media Policy agenda item to a workshop because they need to cover other areas. Congratulated Officer Bionelli on his award from The American Legion Post 120 tonight and how proud that makes her since her and her husband has known him since he was in the Police Explorers. Commissioner Currie mentioned that she has had some complaints about speeding on 8th and 10th Street speeders as well but she knows that the Police Department is taking care of the issue and understands they won't be able to catch everyone. She won't be at the next regular City Commission meeting because she will be on vacation with her family but will be at the workshop on July 16th.

Commissioner Johnson mentioned how he is hearing a lot now about how Holly Hill is improving with all the improvements within the city. It's something to be proud about it

and spread the word about it. The City of Ormond Beach now has a Little League Baseball team going to the World Series; guaranteed to play in the World Series and his grandson, Dallas, is on that team and his dad is the head coach. The 9U team (9 years old and under team) went to the Regional Series, the State Series and now the World Series. The kids are doing really good in Ormond Beach and Holly Hill is doing really good with all the new accomplishments.

Commissioner Penny informed the Mayor and Commissioners that he will not be attending the Florida League of Cities annual conference and will not be the delegate for the nominating committee so Mayor Via will be taking his place. His youngest son is moving into college that same weekend in Gainesville. He received a call from Gina and Dan Farmer, that's *Simply Gina's Deli*, and asked me to meet them at their new location and he did and Clayton Park from the *Daytona Beach News-Journal* was there and he believes there is going to be a favorable article about all the great things happening in Holly Hill. Commissioner Penny stated he did a little research and he thinks it's close to \$20 million of new construction and expansion construction within Holly Hill right now. It's pretty impressive. Discussion about Cleanup Day, like what has been done in the past, and one day they cleaned up the river. The river is the city's biggest asset. It's a beautiful scenic drive. *International Coastal Clean Up Day* is something that is done annually throughout the country. This year it's **Saturday, September 21, 2019 from 8:30 AM to 11:30 AM**. He thought rather than reinventing the wheel, broadcast it through the city's Facebook, website and get the people that want to get engaged, engaged in that. There's a sign-up on the Volusia County website that you can sign-up for it and registration opens tomorrow. There is a link to the International Clean Up and it's at Andy Romano Park in Ormond Beach, it's inland, it's on the fresh waters and at Sunrise Park.

There was consensus to go ahead and register and involve the citizens.

Mr. Forte stated he spoke to Waste Pro the other day and they would be amenable to a Clean Up Day and the city can definitely redirect it to this event, which would be nationally known or at least statewide. He thinks they would get a much greater turnout on that day.

Mayor Via stated he's fine with the river clean up but he would like to see if next year do a Spring Cleanup Day and promote that as well. He thinks that will give the city a lot of time in between to promote this but also have an initiative next year.

Mr. Forte stated he is meeting with Waste Pro next week to talk about it. He knows in Waste Pro's initial email he said they can participate but one of the things is he needs somebody to staff the dumpster's because people are throwing things into the containers that cannot go into the landfill. So, Waste Pro said if they are going to provide the containers, the city has to put somebody there to tell people what can and cannot go inside the containers. It has to be monitored. If the city is going to do the river cleanup, he would like to get the employees and the community involved.

D. Mayor's Comments

Mayor Via mentioned he was appointed by the President of the Florida League of Mayors to be on the nominating committee; he will be doing that at the Florida League of Cities conference.

10. ADJOURNMENT

The meeting adjourned at approximately 7:40 PM and the budget workshop reconvened at approximately 7:40 PM immediately following the regular meeting.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 16, 2019

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. CRA FUND & SOLID WASTE FUND

1.

Budget - CRA & Solid Waste Fund

(Requested by Valerie Manning, City Clerk)

Stella Gurnee, Finance Director discussed the handout of the FY2020 Community Redevelopment Area (CRA) Fund and Solid Waste Fund with the Mayor, City Commissioners and staff.

A spreadsheet of the FY2020 Community Redevelopment Area (CRA) Fund and Solid Waste Fund workshop for tonight's discussion is available in the City Clerk's Office.

The next budget workshop will be on Tuesday, July 23, 2019 beginning at 6:00 PM in Commission Chambers.



3. ADJOURNMENT

The workshop adjourned at approximately 6:30 PM.



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

**City Commission
Resolution**

6.1

MEETING DATE: July 23, 2019
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2018-2019; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-41
APPLICANT:
PLANNER:

DISCUSSION:

The Finance Staff performed an extensive review of the revenue and expenditure figures for the Water Sewer R&R fund to compare the current and anticipated amounts with the budget; and the City Commission of the City of Holly Hill amends the Fiscal Year 2018-2019 budget by revising the budget increasing in total of \$1,675,218, pursuant to itemizations contained in Exhibit "A" of the Resolution.

FISCAL ANALYSIS:

During the review of the Water Sewer R&R fund it was noted that several projects funded in fiscal year 2018 and prior were not carried forwarded into the current fiscal year 2019 budget. In addition prior year's funding from water and sewer impact fees were not transferred into the Water and Sewer R&R fund. This budget resolution appropriates budget and budget transfers to correct these noted items.

STAFF RECOMMENDATION:

Approve the Resolution by adopting the mid-year amended budget.

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:

APPROVE THE RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019.

ATTACHMENTS:

- Budget Resolution 2019-R-XX (401 Water Impact) (402 Sewer Impact) & (407 Water Sewer R&R) (PDF)

Resolution No. 2019-41**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2018-R-64, adopted an operating budget for Fiscal Year 2018-2019; and

WHEREAS, the budget adjustment increase revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2018-2019 budget.

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

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2018-2019 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019.

Exhibit "A"

BUDGET RESOLUTION AMENDED FY 2018 - 2019 BUDGET

REVENUES AND EXPENSES FY 2018 - 2019	REVENUES	EXPENSES	VARIANCE
401 - WATER IMPACT FEES	\$ 190,000	\$ 190,000	\$ -
402 - SEWER IMPACT FEES	\$ 357,416	\$ 357,416	\$ -
407 - WATER & SEWER R & R	\$ 1,127,802	\$ 1,127,802	\$ -
TOTAL ALL FUNDS	\$ 1,675,218	\$ 1,675,218	\$ -



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

**City Commission
Resolution**

6.2

MEETING DATE: July 23, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Live Flyer, Inc., to Provide for a Pedestrian Bridge Replacement on Riverside Drive at the Intersection with Peterson Court; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: 2019-R-42
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued a Request For Proposal to seek a qualified contractor to provide for a Pedestrian Bridge Replacement on Riverside Drive at the intersection with Peterson Court. For this solicitation, three Contractors submitted qualifications and costs.

1. Live Flyer, Inc.
2. Underwater Engineering Services, Inc.
3. S.E. Cline Construction, Inc.

The Evaluation Committee met on Friday July 8, 2019 and 10:00 a.m. in a properly noticed public meeting and reviewed the qualification of the submitting firms. This was an RFP and therefore the award is to be recommended for the lowest most responsive/responsible and qualified proposer.

Live Flyer, Inc.

The Evaluation Committee reviewed and found that Live Flyer, Inc., is the lowest most responsive / responsible bidder.

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

FISCAL ANALYSIS:

This is budgeted capital projects in FY 19-20 and the funds will be available upon the budget adoption by September 24, 2019.

STAFF RECOMMENDATION:

Staff recommends Commission award the contract to Live Flyer, Inc., and authorize the City Manager to issue a purchase order to Live Flyer, Inc., for RFP 19-BG-14.

COMMISSION GOAL:

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

MOTION:

Award the bid to Live Flyer, Inc., as the lowest responsive / responsible bidder and authorize the City Manager to issue a purchase order to Live Flyer, Inc., per the terms and conditions of an amount of \$200,950.00.

ATTACHMENTS:

- Exhibit B City of Holly Hill - RFP # 19-BG-14 Pedestrian Bridge Replacement (PDF)
- Exhibit C RFP#19-BG-14 Pedestrian Bridge Replacement Cline Submittal (PDF)
- Exhibit D Notes on Evaluation (PDF)
- RFP 19-BG-14 Pedestrian Bridge Replacement.doc (PDF)
- RFP 19-BG-14 Addendum No. 1 (PDF)
- RFP 19-BG-14 Pre-Bid Sign In (PDF)
- Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (PDF)
- RFP 19-BG-14 Pedestrian Bridge Replacement.doc (PDF)

Resolution No. 2019-42**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH LIVE FLYER, INC., TO PROVIDE FOR A PEDESTRIAN BRIDGE REPLACEMENT ON RIVERSIDE DRIVE AT THE INTERSECTION WITH PETERSON COURT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE BID TO LIVE FLYER, INC., APPROVING THE AGREEMENT WITH LIVE FLYER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH LIVE FLYER, INC., TO PROVIDE FOR A PEDESTRIAN BRIDGE REPLACEMENT ON RIVERSIDE DRIVE AT THE INTERSECTION WITH PETERSON COURT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned and budgeted for the replacement of the Pedestrian Bridge Replacement on Riverside Drive at the intersection with Peterson Court; and

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

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

WHEREAS, the Evaluation Committee unanimously found Live Flyer, Inc., to be the lowest and most responsive bidder.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby award the bid to Live Flyer, Inc., approve the agreement with Live Flyer, Inc., and authorize the City Manager to enter into an agreement with Live Flyer, Inc., for the Pedestrian Bridge Replacement on Riverside Drive at the intersection with Peterson Court.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019.



City of Holly Hill
RFP #: 19-BG-14 – Due: July 1, 2019
Pedestrian Bridge Replacement



Attachment: Exhibit B City of Holly Hill - RFP # 19-BG-14 Pedestrian Bridge Replacement (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

Management Summary



July 1, 2019

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
Attn: John McKinney – Finance Director

Re: RFP No. 19-BG-14
Pedestrian Bridge Replacement
Tab 1. Cover Letter

Dear Mr. McKinney:

Underwater Engineering Services, Inc. (UESI) appreciates this opportunity to present our interest and provide you our proposal for Pedestrian Bridge Replacement project. UESI has previously worked for your neighboring municipalities, City of South Daytona, Volusia County, and City of Ormond Beach on past successfully projects. We are excited for this opportunity to work with the City of Holly Hill. UESI will provide a specialized team of experienced personnel to manage this project from the design phase and through the daily construction activities.

UESI Project Management Team:

VP of Construction & Diving Operations – Randal Bazemore 772-201-0545; rbazemore@uesi.com

Project Director – Andrew Connelly – 772-370-1368; aconnelly@uesi.com

Project Manager – Lee Busbin – 772-418-2055; lbusbin@uesi.com

Project Administrator – Tina Peterson – 772-337-3116; tpeterson@uesi.com

UESI is dedicated to performing quality workmanship and maintain a safe and successful project for our clients. If you should have any questions regarding our proposal please contact us at any time.

Sincerely,

Robert Walcheski
Senior Vice President
Technical Services, HSE & QA
772-429-9334
rwalcheski@uesi.com

Corporate Experience and Capacity



July 1, 2019

Re: RFP No. 19-BG-14
Pedestrian Bridge Replacement
Tab 2: Corporate Experience and Capacity

UESI's construction division has conducted many projects of various types, sizes, and values. We are always committed to our clients, providing one hundred percent satisfaction and jobs performed safely and successfully. All work for the job will be conducted by UESI personnel. UESI has thoroughly read the Request for Proposal documents and addendums and will commit our resources to the City for this project, should we be selected contractor.

UESI Headquarters:

UESI is a corporation officially known as Underwater Engineering Services, Inc. UESI's headquarters is based at 3306 Enterprise Road in Fort Pierce Florida.



UESI construction division performs jobs throughout all of Florida. UESI construction division is accompanied by our Commercial Diving division that perform jobs nationally and in countries such as Japan, China, Korea, Bahamas, and Cuba. UESI is committed to mobilize our crew and equipment for our clients no matter how far away.



UESI Company Organization & Project Management:

UESI is a corporation and was established thirty-five years ago in 1984. UESI has over thirty full time employees and free-lance divers on the part-time seasonal call out list. UESI is organized by executive officers, project managers, and construction supervisors. Executive officers are responsible for signing contract agreements and oversight of the project management team.

Executive Officers:

Charlie Vallance – President & CEO; cvallance@uesi.com

Michael Buoncore – CFO; mbuoncore@uesi.com

Robert Walcheski – Senior Vice President- Technical Services HSE & QA; rwalcheski@uesi.com

Jeffrey O'Connor – Vice President Engineering Services; joconnor@uesi.com

The project management team is responsible for managing the project, coordination with client and vendors, and all day to day activities. The project management team will dedicate all resources available through all phases of the project to include contract execution, submittals, procurement, scheduling, construction phase, and project close out.

Project Management Team:

Randal Bazemore – Vice President Operations of Diving & Construction

Andrew Connelly – Project Director

Lee Busbin – Project Manager/Construction Supervisor

Tina Peterson – Project Administrator

Contact Information:

UESI Headquarters Phone: 772-337-3116

UESI Headquarters Fax: 772-337-0294

Randal Bazemore: 772-201-0545; rbazemore@uesi.com

Andrew Connelly: 772-370-1368; aconnelly@uesi.com

Lee Busbin: 772-418-2055; lbusbin@uesi.com

Tina Peterson: 772-429-9342; tpeterson@uesi.com

UESI Project Team:

Randal Bazemore – Vice President Operations of Diving & Construction

Mr. Bazemore is responsible for overseeing operations and scheduling crews assigned to individual projects. Mr. Bazemore has over 30 years in the diving and construction industry.



Andrew Connelly – Project Director

Mr. Connelly will over-see the entire project, coordinate the submittals and procurement of materials, project scheduling, manages project budgets and project tracking. Mr. Connelly is the liaison between UESI and the client. Mr. Connelly has over 10 years of management experience in the construction industry.

Lee Busbin – Project Manager/Construction Supervisor

Mr. Busbin is responsible for the supervision of day to day construction activities on site. Mr. Busbin will oversee construction crews, maintain quality control, supervise all construction activity, coordinate all daily activity with the client, and maintain a safe work environment. Mr. Busbin has over 30 years of experience in the construction industry.

Tina Peterson – Project Administrator

Mrs. Peterson is responsible for all administrative needs and assistance during the duration of the project. She will be responsible for invoicing, submitting contract documents, and coordinating these documents with the city.

Additional Company Information:

A. UESI Owned Equipment for the project

UESI owns equipment capable for performing the work related to this request for proposal.

UESI Work Force Trucks – 2-3 trucks will be provided for this project

UESI Trailer – 1 carpenter tool trailer

UESI Trailer – 1- 30' flat-deck utility trailer

Mack Semi-Tractor Truck w/ low-boy trailer

60 Ton RT Crane

70 Ton Mantis Crawler Crane

JLG Sky Track with fork attachments

GPS and laser levels

Miscellaneous Power Saws: Skill saws, table saws, miter saws, chain saws, saws-all

Miscellaneous Power & Battery Drills: Hammer drills, impact drills, rotary drills

Power Packs: 185 air compressor, small air compressors, hydraulic power units; generators, dredge pumps, jet pumps, trash pumps, submersible pumps.

Miscellaneous carpenter tools: hammers, levels, straight edges, pry bars, wrenches, etc.

Miscellaneous safety barricades, site fencing, traffic control signs, and control devices

UESI owns a fleet of marine sectional barges and barge equipment such as spuds and spud wells.

UESI owns a fleet of commercial dive boats and commercial diving surface supplied equipment.

UESI provided dedicated and experience personnel full time in our shop maintaining, repairing, and replacing equipment with new top of the line equipment.

Company History

*Underwater Engineering Services, Inc. (a GPI company)
Formerly known as S.G. Pinney & Associates, Inc. (SGPAI)*

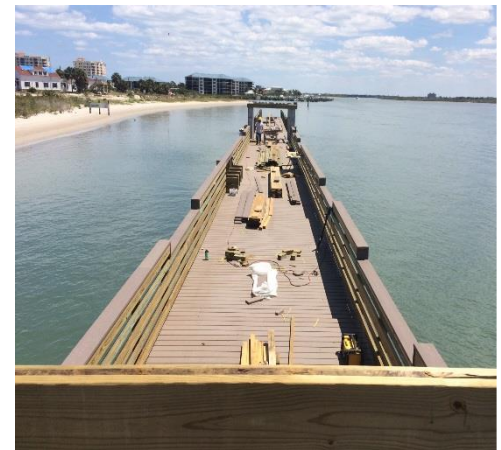
Underwater Engineering Services, Inc. (UESI)- formerly known as S.G. Pinney & Associates, Inc. (SGPAI) has provided engineering, inspection, testing and other related services to the power industry since 1977. Responsibilities have included material selection, preparation of specifications, corrosion surveys, nondestructive examination, QA/QC inspection activities, and other related services during both construction and operational phases at power facilities.

Recognizing the need for comprehensive maintenance services in nuclear power plant immersion areas, SGPAI formed the Underwater Engineering Services, Inc. group in 1984 to provide these and other services. Underwater Engineering Services, Inc. (UESI, then a wholly owned subsidiary of SGPAI) was incorporated in 1990. UESI pioneered numerous repair processes in the nuclear industry. Since the inception of our nuclear program, nuclear Safety Related services have been expanded to include underwater welding, as well as underwater demolition and installation of ECCS suction strainers, strain gauge sensors and other mechanical and instrumentation maintenance projects.

The scope of services provided by UESI quickly expanded in 1992 to fill a need for quality services to perform concrete rehabilitation at power production facilities. As the company employed new trades including carpenters, masons and boat captains UESI developed a reputation for quality workmanship performing numerous tasks as a subcontractor completing restoration of marine structure and erosion control projects. Project owners have included Florida DOT, South Florida Water Management, U.S. Army Corps of Engineers and Florida Power and Light. Restoration projects have included a wide variety of structures including bridges, water control structures, plant intakes, bulkheads, seawalls, piers, wharves and small boat facilities. Erosion control projects have included installation of geotextile - filter fabrics, pump-in-place concrete revetments, pre-cast articulating block mats and limestone rip-rap. With the numerous erosion control projects, in-house trades have been expanded to include equipment operators. Other projects have included traveling water screen rehabilitation, mud removal, trash rack installation, pipeline construction and repair, underwater welding and cutting, and removal of hazardous material. UESI has also quickly expanded its geographical range, performing many projects across the entire United States as well as in Japan, South Korea, Cuba and the Dominican Republic.

In April of 1997, UESI stock was sold to Greenman Pedersen, Inc., a design/structural engineering firm headquartered in Babylon, New York (www.gpinet.com). GPI is ranked number 66 of the top 500 design firms as rated by Engineering News-Record for 2012. The acquisition has served to strengthen and expedite the UESI plan for growth and expansion. UESI has purchased the assets of United Marine, Inc. and Underwater Unlimited Diving Services, Inc.

In 1999 due to the growth of the erosion control projects and marine structure restoration projects, UESI obtained a specialty contracting license for Marine Contracting and began completing projects as a prime contractor. Project owners have included Florida DOT, South Florida Water Management, U.S. Army Corps of Engineers, Florida Power and Light and numerous city and county governments. In addition to marine structure restoration, some structures have been built including boardwalks and culverts. . In response to the growing amount of construction tasks and size of projects completed, UESI obtained a state of Florida General Contractor license in 2004. UESI has completed bonded projects valued over \$6,000,000.00 and our largest project was valued at \$61,000,000.00. Construction Managers and the QA Manager have handled subcontractors and vendors for electrical, metal fabrication, instrumentation fabrication, marine plant – fully founded, environmental services, survey, sod installation and landscaping.



Attachment: Exhibit B City of Holly Hill - RFP # 19-BG-14 Pedestrian Bridge Replacement (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

Company History

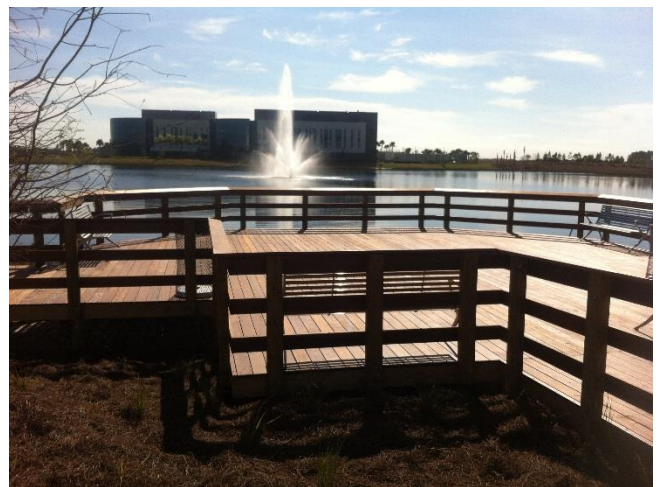
*Underwater Engineering Services, Inc.
Looking at the Now and into the Future.*

...Continued

The scope of services provided by UESI has quickly expanded due to the growth of the erosion control projects, off-shore marine projects, and marine structure restoration projects. UESI has been capable of working on many off shore projects as a prime contractor and as a subcontractor. UESI growth in the marine industry has complimented our company well along with our long time well reputable Commercial Diver services.

UESI interest in marine construction became well observed in the industry when UESI obtain experienced marine construction managers, crane operators, experienced personnel, and marine equipment such as barges and cranes. Many of our divers have developed much experience and grown accustom to marine construction work. UESI currently fleets over twenty two barge sectionals that our forces utilize on projects and also available for rental services. We have a large fleet of marine vessels to suit all our services. UESI currently has two cranes in service and three certified crane operators. UESI has the resources to accommodate barges and cranes throughout the state of Florida and beyond.

UESI has developed an interest and have gained much success in the construction of boardwalks, fishing piers, and other marine structures. UESI has employed experienced managers and carpenters and have been awarded large commercial and municipality boardwalk projects for Volusia County, Flagler County, St. Johns River Water Management, and St. Lucie County, Florida. It is the intention of UESI to continue to grow in the marine construction industry, general construction industry, and commercial diving industry. UESI is dedicated to providing our clients with high quality workmanship and a successful project outcome.



Attachment: Exhibit B City of Holly Hill - RFP # 19-BG-14 Pedestrian Bridge Replacement (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

Customer Listing



Underwater Engineering Services, Inc.

UESI Experience

CUSTOMER: St. Johns River Water Management District PROJECT NAME: Fort Drum Conservation Area Boardwalk STATE/COUNTRY: Florida, Indian River County CUSTOMER CONTACT: Ray Gibson PHONE: 321-863-0009 EMAIL: rgibson@sjrwmd.com UESI PROJECT MANAGER: Andrew Connelly UESI PROJECT NUMBER: COM-2015251.00 PROJECT DATES: 7/27/15 - 10/30/15 PROJECT DESCRIPTION: Construction of an 800 foot boardwalk through Cypress Strand
CUSTOMER: Flagler County PROJECT NAME: Malacompra Elevated Boardwalks STATE/COUNTRY: Florida, Flagler Beach CUSTOMER CONTACT: Amy Kennedy PHONE: 386-313-4006 EMAIL: akennedy@flaglercounty.org UESI PROJECT MANAGER: Andrew Connelly UESI PROJECT NUMBER: COM-2017205.00 PROJECT DATES: 10/20/14 - 2/20/15 PROJECT DESCRIPTION: Construction of an 1,100 foot boardwalk through coastal wetlands and upland oak hammock
CUSTOMER: Volusia County Public Work Coastal Division PROJECT NAME: Smyrna Dunes Park Fishing Pier STATE/COUNTRY: Florida, New Smyrna Beach CUSTOMER CONTACT: Joe Nolin PHONE: 386-248-8072 EMAIL: jnolin@volusia.org UESI PROJECT MANAGER: Andrew Connelly UESI PROJECT NUMBER: COM-2016288.00 PROJECT DATES: 01/26/17 PROJECT DESCRIPTION: Construction of an 430 foot timber and composite fishing pier in the Ponce de Leon Inlet
CUSTOMER: St. Lucie County Parks and Special Facilities Division PROJECT NAME: Pepper Park Boardwalks and Floating Docks STATE/COUNTRY: Florida, Fort Pierce CUSTOMER CONTACT: Matt Baum PHONE: 772-462-2551 EMAIL: baumm@stlucieco.org UESI PROJECT MANAGER: Andrew Connelly UESI PROJECT NUMBER: COM-2017202.00 PROJECT DATES: 01/10/17-01/17/17 PROJECT DESCRIPTION: Construction of four timber boardwalks and two floating docks and gangways.
CUSTOMER: City of Port St. Lucie PROJECT NAME: Rivergate Riverwalk Boardwalk Repairs STATE/COUNTRY: Port St. Lucie, Florida, Fort Pierce CUSTOMER CONTACT: Bradley Keen PHONE: 772-344-4005 EMAIL: bkeen@cityofpsl.com UESI PROJECT MANAGER: Lee Busbin UESI PROJECT NUMBER: COM-2018246.00 PROJECT DATES: 06/22/18 – 12/22/2018 PROJECT DESCRIPTION: Removed and repaired an existing timber boardwalk to include the removal of thermoplastic handrail system. UESI installed forty four 12” diameter long timber piles with barge and crane and reconstructed the timber boardwalk and installed composite decking. UESI subcontracted and installed 1,200 feet of aluminum handrails.
CUSTOMER: City of South Daytona PROJECT NAME: Veterans Park Riverfront Fishing Pier STATE/COUNTRY: Daytona Beach, Florida, USA CUSTOMER CONTACT: Gregg Bartholomew PHONE: 386-322-3070 EMAIL: gbartholomew@southdaytona.org UESI PROJECT MANAGER: Andrew Connelly UESI PROJECT NUMBER: COM2018252.00 PROJECT DATES: 07/8/2018 – 09/30/2018 PROJECT DESCRIPTION: Constructed a 110’ timber fishing pier with composite grating deck and stainless steel cable handrail system.



Underwater Engineering Services, Inc.

UESI Experience

CUSTOMER: Florida Power & Light
 PLANT NAME/LOCATION: St. Lucie Nuclear Power Plant
 PROJECT NAME: FPL Repair East Dock at Big Mud St. Lucie
 STATE/COUNTRY: Florida, USA
 CUSTOMER CONTACT: Vince Munne PHONE: 772-263-2847 EMAIL: vince.munne@fpl.com
 UESI PROJECT MANAGER: Andrew Connelly
 UESI PROJECT NUMBER: COM2013207.77
 PROJECT DATES: 10/18/2016 – 11/23/2016
 PROJECT DESCRIPTION: Repair East Dock in Big Mud Creek

CUSTOMER: St. Lucie County
 PROJECT NAME: South Bridge Boat Ramp Dock Repair and Boat Ramp Inspection
 STATE/COUNTRY: Florida, Fort Pierce
 CUSTOMER CONTACT: Kyle Croce, PE PHONE: 772-462-1491 EMAIL: crocek@stlucieco.org
 UESI PROJECT MANAGER: Lee Busbin
 UESI PROJECT NUMBER: COM-2017291.00
 PROJECT DATES: 11/09/17 – 12/07/2017
 PROJECT DESCRIPTION: Inspected boat ramp with dive team and repaired 50 foot boat ramp finger pier.

CUSTOMER: US Army Corps of Engineers
 PROJECT NAME: USACE Manatee Screens Canaveral
 STATE/COUNTRY: Florida, USA
 CUSTOMER CONTACT: Jesse Lugo PHONE: (904)232-1051 EMAIL: jesse.lugo@usace.army.mil
 UESI PROJECT MANAGER: Andrew Connelly
 UESI PROJECT NUMBER: COM-2016289.00
 PROJECT DATES: 09/12/16-09/28/16
 PROJECT DESCRIPTION: Removal and replacement of the manatee screens

CUSTOMER: Florida Fish and Wildlife Conservation
 PROJECT NAME: Charlotte County Navigational Waterway Marker Installation
 STATE/COUNTRY: Florida, Charlotte County
 CUSTOMER CONTACT: Marie Yarbrough, PE PHONE: 321-775-6642 EMAIL: marie.yarbrough@atkinsglobal.com
 UESI PROJECT MANAGER: Andrew Connelly
 UESI PROJECT NUMBER: ENG-2016209.00
 PROJECT DATES: 01/04/16 - 06/30/16

CUSTOMER: Florida Fish and Wildlife Conservation
 PROJECT NAME: Volusia County Navigational Waterway Marker Installation
 STATE/COUNTRY: Florida, Volusia County
 CUSTOMER CONTACT: Hailey Anderson PHONE: 850-617-9493 EMAIL: hailey.anderson@myfwc.com
 UESI PROJECT MANAGER: Andrew Connelly
 UESI PROJECT NUMBER: ENG-2017236.00
 PROJECT DATES: 05/01/17 - 05/30/17

CUSTOMER: Florida Fish and Wildlife Conservation
 PROJECT NAME: Okeechobee Waterway Navigational Marker Installation
 STATE/COUNTRY: Florida, Okeechobee
 CUSTOMER CONTACT: Dawn Griffin PHONE: 850-617-9493 EMAIL: dawn.griffin@myfwc.com
 UESI PROJECT MANAGER: Andrew Connelly
 UESI PROJECT NUMBER: ENG-2014204.00
 PROJECT DATES: 01/10/14 - 06/30/14
 PROJECT DESCRIPTION: Installation of Navigational Waterway Markers for the FWC in Okeechobee waterway

Acceptance of Conditions



City of Holly Hill Pedestrian Bridge Replacement Project Technical Review

Submitted by UESI

July 1, 2019

RFP # 19-BG-14

1.0 DESCRIPTION OF WORK

The pedestrian bridge is located at the intersection of Riverside Drive and Peterson Court in Holly Hill, Florida. The existing pedestrian bridge is built from timber pilings, timber substructure, timber decking, and a timber handrail system. The design and construction of the proposed pedestrian bridge will consider the maintainability of the structure, the stability and life expectancy of the structure, and the economical cost to build the structure within the budget of the city. UESI will provide a dedicated project management team to design, engineer, and build the structure.

2.0 SCOPE OF WORK

In accordance with the request for proposal documents and specifications provided by the City, UESI scope of work is summarized below for this project. The proposed pedestrian bridge will be approximately 180 feet in length by 8 feet wide. UESI proposes pedestrian bridge will be a timber structure with composite decking and installed with all stainless steel hardware.

- Project Design & Engineering documents will be created by a Florida licensed engineer and submitted to the city for approval and permit. The pedestrian structure will be designed in accordance to building codes and ADA requirements.
- UESI submit documents and permit application to the city.
- UESI project management will provide submittals and shop drawings for materials to verify that materials on the job will be in accordance to the engineering documents.
- UESI will procure materials for construction and safely secure and store the materials.
- UESI will mobilize our crew, equipment, and supplies to the site.

- Safety barriers, MOT barricades, erosion control barriers will be established on site.
- MOT as required will be provided during construction activity.
- UESI will provide layout and control of the site.
- UESI will demo existing structure and dispose of all materials.
- UESI will mobilize approximately forty eight inch diameter timber marine specified piles and equipment to set and drive the new piles. The number of piles will be furnished to the appropriate lengths verified in the engineering plans.
- The proposed substructure will be constructed with marine treated timber beams and timber stringers. The proposed hardware, straps, fasteners, and bolts will be 304 minimum stainless steel.
- UESI proposes to install composite deck material manufactured by Wear Deck. This material comes in a variety of colors such as Grey, Cedar, Sand, Saddle, and Weatherwood. UESI will provide color samples for the City's approval. The composite deck material is affordable and will provide a long life warranty and limit the maintenance.
- UESI will propose two types of handrail systems: both structurally made from timber posts and timber rails. All timber products will be treated in accordance to the engineering plans. The handrail system proposed design will consider the City's desire for stability and means of maintenance.

3.0 CLARIFICATIONS & EXCEPTIONS:

UESI proposal is based on all permit fees will be paid for by the City.

UESI engineering fees and proposal are based on permit agencies not requiring long lead time for permit processing and unknown permit application fees. UESI anticipates that the existing structure was previously permitted by the authorized agencies. UESI proposal does not include permit fees and/or other unknown permit fees and delays out of UESI control.

Geotechnical engineering, exploration, testing, and pile monitoring is not included in the scope of work. Drilling of piles is not included in this scope of work.

Builders risk insurance is not included in this proposal.

4.0 SCHEDULE

There are three phases of construction for this project. The first phase is the pre-planning and engineering phase. UESI will coordinate and meet with the City on the proposed design of the pedestrian bridge. UESI project management will coordinate all the pre-construction engineering needed to submit all documents to the City for the permit. The permits and fees will be provided by the city.

The second phase is the procurement of the materials. UESI will provide all required submittals for engineering approval prior to purchasing the materials. When all materials are approved by the engineer and the city, then UESI will purchase the materials and coordinate a schedule for material availability.

The third phase is the construction phase. UESI will develop a schedule and coordinate all construction activity with the City. UESI will construct the pedestrian bridge in accordance to the engineering plans. UESI schedule of construction activities will be based on un-interrupted access and no delays from others.

Milestones:

August 30, 2019: Receive the award of Contract. Complete negotiations and execute contract.

September 2019: 30 days to complete the design engineering phase. Submit permit application to City. Obtain permit exemption from FDEP and U.S. Army Corp of Engineers.

October 2019: Anticipate up to 30 days of permit processing. Out of UESI control.

November 2019: Start mobilization and construction of proposed pedestrian bridge.

December 30, 2019: Target date for project completion.

5.0 SEASONAL FACTORS & WEATHER DAYS

UESI will coordinate all work around favorable weather conditions. In case of severe weather or named weather events, such events are out of our control and UESI will coordinate with the City to avoid such costly delays.

Documents



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

GREENMAN, STEVE BEECHER

UNDERWATER ENGINEERING SERVICES INC
3306 ENTERPRISE ROAD
FORT PIERCE FL 34982

LICENSE NUMBER: CGC1507554

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

**2018 - 2019****St. Lucie County Local Business Tax Receipt**

Facilities or machines # Rooms # Seats # Employees #10 Receipt #1009626
 Type of business 7399 PROFESSIONAL MISC (CONSULTING ENGINEER) Expires SEPTEMBER 30, 2019

DBA name Business Underwater Engineering Services Inc

Mailing address: Underwater Engineering Services Inc Business location: 3306 Enterprise Rd #100
 3306 Enterprise Rd #100 Fort Pierce, FL 34982
 Fort Pierce, FL 34982

RENEWAL City of Fort Pierce
 Original tax: \$27.55
 Penalty:
 Collection cost:
 Total: \$27.55 Paid 09/11/2018 27.55 0217-20180911-004370

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Underwater Engineering Services Inc
 3306 Enterprise Rd #100
 Fort Pierce, FL 34982



07/05/2018

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720

LISTING CARD

6.2.a

859653

To: UNDERWATER ENGINEERING SERVICES INC
3306 ENTERPRISE RD
FORT PIERCE, FL 34982

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Listing Card	
VOL # 16111102	EXPIRES 09/30/2019
THIS CERTIFIES MR. STEVE BEECHER GREENMAN	
UNDERWATER ENGINEERING SERVICES INC	
IS LICENSED AS A 01 CONSTRUCTION CONTRACT.-CLASS A	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY 	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	

Attachment: Exhibit B City of Holly Hill - RFP # 19-BG-14 Pedestrian Bridge Replacement (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

State of Florida

Department of State

I certify from the records of this office that UNDERWATER ENGINEERING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 1984.

The document number of this corporation is G96204.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 17, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of June, 2019*



Randy Bue
Secretary of State

Tracking Number: 3625731016CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

UNDERWATER ENGINEERING SERVICES, INC.

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2019

MEMBER # 2058

Phil Newsum, Executive Director



WWW.ADC-INT.ORG

Required Form Submittals

PROPOSER CHECK LIST

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

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

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

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

- ☒ The mailing envelope **must be sealed and marked** with Qualification Number "RFP 19-BG-14", Proposal Title "PEDESTRIAN BRIDGE REPLACEMENT" and Due Date "July 1, 2019 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Underwater Engineering Services, Inc.
Company


Authorized Signature

Robert Walcheski, Senior VP
Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
Email

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

(772)337-3116
Telephone No.

(772)337-0294
Fax No.

**PROFESSIONAL SERVICES AGREEMENT
PEDESTRIAN BRIDGE REPLACEMENT
Request for Proposal (RFP) 19-BG-14**

THIS AGREEMENT is made and entered into this _____ day of August, 2019, by and between Underwater Engineering Services, Inc., duly authorized to conduct business in the State of Florida and whose address is 3306 Enterprise Rd, Fort Pierce, FL 34982, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-14), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

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

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

For Contractor:
Andrew Connelly, Project Manager(Name, Title)
Underwater Engineering Services. (Company)
3306 Enterprise Road (Address)
Fort Pierce, Florida 34982 (City, State, Zip)
(772)337-3116 (Phone)

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

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

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

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

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

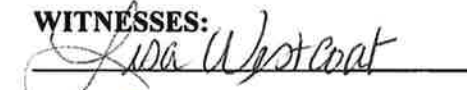
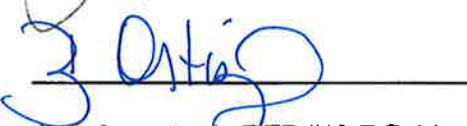
SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

CITY OF HOLLY HILL

WITNESSES:

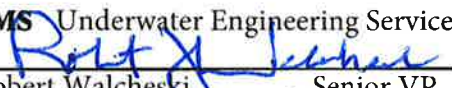



Attachments: A. RFP #19-BG-14
 B. Firm Response to RFP

Joseph Forte, City Manager

Dated: _____

FIRMS Underwater Engineering Services, Inc.

By: 
 Robert Walcheski, Senior VP

Dated: June 28, 2019

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

CONFLICT OF INTEREST AFFIDAVIT

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

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

Underwater Engineering Services, Inc.
Company

Robert Walcheski
Authorized Signature

Robert Walcheski, Senior VP
Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
Email

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

(772)337-3116
Telephone No.

(772)337-0294
Fax No.

State of Florida
City of Fort Pierce

SUBSCRIBED AND SWORN to before me this 28th day of June, 20 19, by
Robert Walcheski, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification: _____

Tina M. Peterson
Notary Public



My Commission Expires: 11/02/22

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
85%	Indian River County Wabasso Causeway Fishing Pier Removal	\$ 944,824.00
98%	City of Titusville Marina Boat Lift	\$ 20,519.00
10%	FDEP St. Lucie Inlet Preserve State Park Dock Demolition	\$ 69,948.00

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

FDEP - St. Lucie Inlet Preserve State Park Boardwalk Pile Repairs

FDEP - Hugh Taylor Birch State Park Manatee Exclusion Grates

OTHER INFORMATION ABOUT PROJECTS:

UESI is currently under various contracts with client such as Disney, Florida Power &

Light, and US Army Corps of Engineers.

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 0.00 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): Signature BankSurety/Underwriter: (if required) PG Genatt Group, LLC

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 35. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Underwater Engineering Services, Inc.
Company


Authorized Signature

Robert Walcheski, Senior VP
Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
Email

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

(772)337-3116
Telephone No.

(772)337-0294
Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-14 - "PEDESTRIAN BRIDGE REPLACEMENT"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-BG-14**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 28th day of June, 2019 in the City of Fort Pierce, in the State of Florida.

Underwater Engineering Services, Inc.
Company


Authorized Signature

Robert Walcheski, Senior VP
Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
Email

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

(772)337-3116
Telephone No.

(772)337-0294
Fax No.

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS
(Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **PEDESTRIAN BRIDGE REPLACEMENT**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

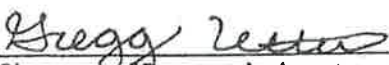
Underwater Engineering Services, Inc.
Company


Authorized Signature

Robert Walcheski, Senior VP
Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
Email

PG Genatt Group
Insurance Agency


Signature of Proposer's Agent

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

(772)337-3116
Telephone No.

(772)337-0294
Fax No.



CERTIFICATE OF LIABILITY INSURANCE

6.2.a

DATE (MM/DD/YYYY)

6/28/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Karl Huckle PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: khuckle@genattgrp.com FAX (A/C, No): 1-516-706-2973														
INSURED Underwater Engineering Services, Inc. 3306 Enterprise Road Suite 203 Fort Pierce FL 34982	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER B : Commerce & Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER C : Endurance American Insurance Company</td><td>10641</td></tr><tr><td>INSURER D : New York Marine & General Insurance Company</td><td>16608</td></tr><tr><td>INSURER E : United States Liability Insurance Company</td><td>25895</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : Commerce & Industry Insurance Company	19410	INSURER C : Endurance American Insurance Company	10641	INSURER D : New York Marine & General Insurance Company	16608	INSURER E : United States Liability Insurance Company	25895	INSURER F :	
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INSURER D : New York Marine & General Insurance Company	16608														
INSURER E : United States Liability Insurance Company	25895														
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1184627991

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	OMH8915785	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ \$1,000 COMP ☒ \$1,000 COLL ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	1337452209	2/28/2019	2/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB DED ☒ RETENTION \$ 15,000 CLAIMS-MADE	Y	Y	ML201900001988 OMX10004639805	2/28/2019 2/28/2019	2/28/2020 2/28/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		Y	WC33464099	2/28/2019	2/28/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Maritime			WC33464099	2/28/2019	2/28/2020	Limit \$ 1,000,000

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

(F) HULL POLLUTION - GREAT AMERICAN INS. CO. POLICY#OMH3491629 02/28/19-2/28/20 \$5,000,000 LIMIT
(G) P&I/HULL LIABILITY - GREAT AMERICAN INS. CO. POLICY#OMH8915912 02/28/19-2/28/20 \$1,000,000 LIMIT
US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER WC000106A
(H) INLAND MARINE - AGCS MARINE INSURANCE COMPANY POLICY#MXI93048261 02/28/19-2/28/20 \$500,000 FOR LEASED/RENTED EQUIPMENT \$1,000 DEDUCTIBLE
(I) PROFESSIONAL LIABILITY, POLICY# PUNDE000419, CARRIER: LLOYDS OF LONDON, TERM: 02/28/19-2/28/20 \$1,000,000 EACH CLAIM, \$1,000,000 AGGREGATE

See Attached...

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

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

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY PG Genatt Group LLC		NAMED INSURED Underwater Engineering Services, Inc. 3306 Enterprise Road Suite 203 Fort Pierce FL 34982	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: RFP # 19-BG-14 Pedestrian Bridge Replacement.

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. City of Holly Hill is included as additional insured as required by written contract.

Attachment: Exhibit B City of Holly Hill - RFP # 19-BG-14 Pedestrian Bridge Replacement (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

Underwater Engineering Services, Inc.
 Company

Robert Walcheski
 Authorized Signature

Robert Walcheski, Senior VP
 Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
 Email

3306 Enterprise Road
 Address

Fort Pierce, Florida 34982
 City, State, Zip Code

(772)337-3116
 Telephone No.

(772)337-0294
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of St. Lucie

Robert Walcheski, being first duly sworn, deposes and says that:

He/she is Senior VP of Underwater Engineering Services, Inc. ~~Proposer~~ that has submitted the attached Qualification;

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

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

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

Underwater Engineering Services, Inc.
Company

Robert Walcheski
Authorized Signature

Robert Walcheski, Senior VP
Printed Name & Title

aconnelly@uesi.com/tpeterson@uesi.com
Email

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

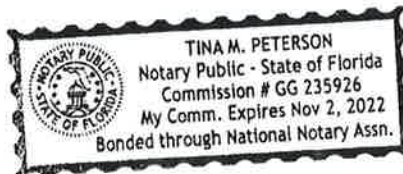
(772)337-3116
Telephone No.

(772)337-0294
Fax No.

Subscribed and sworn to before me this 28th day of June, 20 19.

Tina M. Peterson
Notary
Title

My Commission Expires: 11/02/22



**ACKNOWLEDGEMENTS
RFP #19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT**

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

From : Insert Information Underwater Engineering Services, Inc,
"Contractor" 3306 Enterprise Road, Fort Pierce, Florida 34982

The Contractor agrees to provide **PEDESTRIAN BRIDGE REPLACEMENT** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **PEDESTRIAN BRIDGE REPLACEMENT** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee **PEDESTRIAN BRIDGE REPLACEMENT** within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 28th day of June, 2019
(Month) (Year)

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

By: Robert Walcheski Robert Walcheski
(Signature) (Print name)

Address: 3306 Enterprise Road, Fort Pierce, Florida 34982

Telephone: (772) 337-3116 Fax: (772) 337-0294

Taxpayer Identification Number (TIN): 59-2405375

CORPORATION

By: Robert Walcheski / Robert Walcheski
(Signature) (Print name)

Address: 3306 Enterprise Road
Fort Pierce, Florida 34982

Telephone: (772) 337-3116 Fax: (772) 337-0294

Taxpayer Identification Number (TIN/EIN): 59-2405375

State Under Which Corporation Was Chartered:
Florida

Corporate President: Charles Vallance
(Print Name)

Corporate Secretary: Robert Walcheski
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Robert Walcheski
Secretary

Signature: Robert Walcheski Date: 06/28/19

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: Underwater Engineering Services, Inc.

Authorized representative (printed): Robert Walcheski

Authorized representative (signature): 

Project Number: RFP 19-BG-14 Date: June 28, 2019

REFERENCES FORM

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

1. Name of Company: Florida Power & Light - St. Lucie Nuclear Plant
 Address: 6501 S. Ocean Drive, Jensen Beach, Florida 34957
 Point of Contact: Jeffery Jenkins
 Phone #: (772)-468-4106 Email address: Jeffery.Jenkins@fpl.com
 Service(s) Provided: Diving and construction services

 Dates of Service: 2001 - present

2. Name of Company: Florida Power & Light
 Address: 700 Universe Blvd., Juno Beach, Florida 33408
 Point of Contact: Joe Heatherly
 Phone #: (305)442-5962 Email address: Joseph_Heatherly@fpl.com
 Service(s) Provided: Dive related services for cable locates, splices and removals
throughout Florida

 Dates of Service: 1999 - present

3. Name of Company: McCulley Marine Services, Inc.
 Address: 2309 N. Old Dixie Highway, Fort Pierce, Florida 34946
 Point of Contact: John "Boo" McCulley
 Phone #: (772)216-4482 Email address: boo@mcculleymarine.com
 Service(s) Provided: Diving and construction services

 Dates of Service: 2015 - present

4. Name of Company: Custom Built Marine Construction
 Address: 3119 Hammond Road, Fort Pierce, Florida 34946
 Point of Contact: David Corrigan, Jr.
 Phone #: (772)333-2383 Email address: jr@custombuiltmarine.com
 Service(s) Provided: Marine equipment, diving and construction services

 Dates of Service: 2014 - present

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by Robert Walcheski, Senior VP
(Print Individual's Name and Title)
for Underwater Engineering Services, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 3306 Enterprise Road, Fort Pierce, Florida 34982

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2405375

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

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

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

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

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

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

Rory J. Jauchel
(Signature)

Sworn and subscribed before me this 28th day of June, 2019.

Personally known X

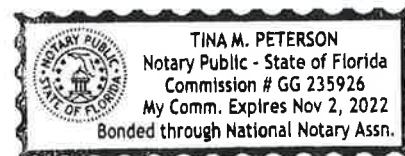
Tina M. Peterson
(Notary)

OR produced identification _____

Notary Public State of Florida

(Type of Identification)

My commission expires: 11/02/22



VENDOR INFORMATION

Vendor is:

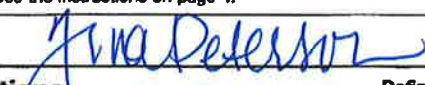
☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 59-24053757Firm Name: Underwater Engineering Services, Inc.Mailing Address: 3306 Enterprise Road, Fort Pierce, Florida 34982Telephone No.: (772)337-3116 Fax No.: (772)337-0294

aconnelly@uesi.com

Email Address: tpeterson@uesi.com Web Address: www.uesi.com

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

Firm Name: same as aboveRemittance Address: n/aSubmitted by: n/aName & Title Printed: n/a

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Underwater Engineering Services, Inc.	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 3306 Enterprise Road	Requester's name and address (optional)
	City, state, and ZIP code Fort Pierce, Florida 34982	List account number(s) here (optional)
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Social security number or Employer identification number 59 2405375		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶ 	Date ▶ 06/28/19
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form		
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:		
• An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
• The U.S. owner of a disregarded entity and not the entity,		

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

Cut and use this label for Proposal Package

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

RFP #19-BG-14

PEDESTRIAN BRIDGE REPLACEMENT

OPENING DATE/TIME:
July 1, 2019
by 10:00 a.m.

ADDENDUM NUMBER 1
RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19-BG-14** for the above **PEDESTRIAN BRIDGE REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before July 1, 2019 to:

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

QUESTIONS AND ANSWERS

Q1. Is there a budget for this project?

A1. The anticipated range for the project is \$200,000 +/- \$50,000.

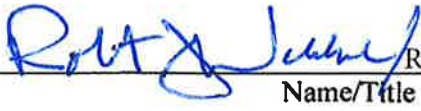
Q2. Is Errors and Omissions or Malpractice Insurance Coverage required?

A2. Yes, in the amount of \$1,000,000 per occurrence as stated on p. 25

Q3. The pedestrian bridge in this RFP , can you inform us of its width / length/ and material that is to be constructed of . Steel/ Aluminum / wood/ Concrete / Other.

A3. The bridge is 180' x 8'. The materials will be at the discretion of the bidder within the budget parameters posted above. Due to the proximity to the Halifax River, stainless steel hardware is recommended.

Signature acknowledges receipt and understanding of this addendum.

 Robert Walcheski, Senior VP
Name/Title

June 28, 2019
Date

RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT – Addendum No. 1

06/21/2019

Price Proposal Form



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Request for Proposal

Pedestrian Bridge Replacement RFP # 19-BG-14

Submitted to: City of Holly Hill, Florida

July 1, 2019

Contact: Daniel Smick
Cell: (386) 931-7577
Email: DSmick@ClineConstruction.net

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

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PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab I – Management Summary

July 1, 2019

City of Holly Hill, Florida
Attn: City Clerk's Office
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 19-BG-14 Pedestrian Bridge Replacement

To whom it may concern,

S.E. Cline Construction, Inc. is pleased to present our proposal package to the City of Holly Hill for the Pedestrian Bridge Replacement project. S.E. Cline Construction, Inc. will be utilizing Dredging & Marine Consultants for Professional Engineering services on this project. We have had the opportunity and privilege to work with DMC on many marine projects in the past and feel that the experience of both, along with prior work history, will be advantageous to the City of Holly Hill.

We are offering our proposal for complete replacement of the existing pedestrian bridge, located on Riverside Drive east of the intersection with Peterson Court. We will insure that the foot bridge is brought into current standards of building code and we will be in compliance with any required permitting from SJRWMD, Army Corps of Engineers, City of Holly Hill and all other appropriate agencies. Our proposal is in accordance with the terms, conditions, and specifications stated herein and the detail in Exhibit "A" that was attached to the RFP specifications.

Our company was established and incorporated in 1996, we are a Florida Certified General Contractor and a Florida Underground Utility and Excavation Co. based at 18 Utility Drive, Palm Coast, Florida. We have successfully completed over 1000+ utility, sitework, and marine contracts in our 23 plus years of being in business.

We take great pride in the quality of our finished product and our ability to add value to a project through constructability and value engineering reviews. We are also proud of the excellent track record we have established serving the surrounding communities.

We always strive to complete our projects with a great deal of attention to our customer's needs and are pleased that this philosophy leads to repeat business.

In accordance with the criteria established in the RFP, we would like to present our qualifications to the City of Holly Hill. With the submission of our signed Proposal we certify that we, the Proposer, will accept any awards made as a result of said submission of terms contained therein.

Luanne Waters is the authorized contact person, concerning our enclosed qualifications. Please contact Ms. Waters should you desire any additional information or require any further clarification. Ms. Waters may be reached via telephone (386) 446-6444 or email: Luanne@clineconstruction.net.

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab II – Corporate Experience and Capacity

July 1, 2019

City of Holly Hill, Florida
Attn: City Clerk's Office
1065 Ridgewood Ave.,
Holly Hill, FL 32117

RE: RFP 19-BG-14 Pedestrian Bridge Replacment

To whom it may concern,

S.E. Cline Construction, Inc. is a Florida Corporation that was incorporated in 1996. Our facilities are located at 18 Utility Drive, Palm Coast, Florida 32137.

Our revenue averages \$12 Million annually.

Employing 60+ fulltime employees and no part-time employees.

Company Officers / Owners:

Scott D. Sowers, President

Daniel Paton, Vice President

Cyriacus Alcindor, Corp. Secretary

Daniel Smick will be the Project Manager and responsible for staffing the project from our employee pool, with the crews having the most previous experience in this type of work. We also have a full office support staff that is available to assist with any needs that may arise.

Please find attached to this Corporate Experience and Capacity a comprehensive list of our equipment and vehicles; this list does include our transport vehicles.

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit C RFP#19-BG-14 Pedestrian Bridge Replacement Cline Submittal (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

S.E. Cline Construction, Inc.
EQUIPMENT LIST

WASTE RECYCLER

BR-1 LAY-MOR	SWEeper RIDE ON 3 WHEEL
WR-1 BEAST	3690 GRINDER
WR -2 ERIN	FINGERSCREEN
WR-3 ERIN	STARSCREEN
WR-5 DAVCO	705 MOWER (ACCOMPANIES SS-4)
WR-6 BROOM	BROOM (ACCOMPANIES SS-4)
WR-7 BROOM	LAY-MOR SWEEPER RIDE

BULL DOZERS

DZ-5	D-5 DOZER
DZ-6 CAT	2011 CAT D-6 DOZER
DZ-7 CAT	2013 CAT D5K DOZER

RUBBER TIRE LOADERS

WL-1 CATERPILLAR	950 LOADER
WL-2 CATERPILLAR	924 LOADER
WL-9 CATERPILLAR	928 LOADER
WL-10 CATERPILLAR	950 II LOADER
WL-12 CATERPILLAR	928 GZ LOADER
WL-13 CATERPILLAR	950 H LOADER
WL-14 CATERPILLAR	938 LOADER

RUBBER TIRE BACKHOE / LOADER COMBINATION

RTH-2 JOHN DEERE	410 HOE/LOADER
RTH-3 CATERPILLAR	420 HOE/LOADER

EARTH MOVERS

CATERPILLAR	615 SCRAPER PAN
CATERPILLAR	613 SCRAPER PAN

TRACK EXCAVATORS

TH-3 CATERPILLAR	320 BL TRACKHOE
TH-6 KOBELCO	SK-250 LONG REACH EXCAVATOR 33'
TH-7 CATERPILLAR	315 TRACKHOE
TH-8 KOBELCO	SK-60 EXCAVATOR
TH-10 CATERPILLAR	325 TRACKHOE
TH-11 KOBELCO	SK-250 LONG REACH EXCAVATOR 60'
TH-12 KOBELCO	2005 CAT 320 CL
TH-14 KOBELCO	SK-60 LONG REACH EXCAVATOR
TH-15 CATERPILLAR	330 TRACKHOE
TH-16 KOMATSU	PC50UU MINI EXCAVATOR
TH-17 CATERPILLAR	320 CAT DLRR
TH-18	330 CL 2156
TH-19 CATERPILLAR	CAT 308 TRACKHOE
TH-20 CATERPILLAR	CAT 330F HYDRAULIC EXCAVATOR
TH-21 CATERPILLAR	CAT 305E HYDRAULIC EXCAVATOR
TH-22 CATERPILLAR	2016 307E2 HYDRAULIC EXCAVATOR
TH-23 CATERPILLAR	329 EL / EXCAVATOR

ARTICULATED END DUMP TRUCKS

ED-4 JOHN DEERE	250D ARTICULATED END DUMP
ED-5 JOHN DEERE	250D ARTICULATED END DUMP
ED-6 KOMATSU	CD60R RUBBER TRACK DUMP
ED-7 CATERPILLAR	2016 CAT 725C ARTICULATED TRUCK

OFF ROAD WATER TANKER

WT-2	OFFROAD DROP IN TANKER
------	------------------------

VIBRATORY ROLLER COMPACTORS

CS-3 CATERPILLAR	CS533E COMPACTOR
CS-4 CATERPILLAR	CS423E COMPACTOR
CS-5 CATERPILLAR	CS533E COMPACTOR

MOTOR GRADERS

MG-3	2011 12M MOTOR GRADER
------	-----------------------

SKID STEER LOADERS

SS-3 ASV	RC-100 POSITRACK SKID STEER LOADER
SS-6 CATERPILLAR	CAT 287D SKID STEER
SS-7 CATERPILLAR	297D2 SKID STEER

TRACTORS

TR-5 CHALLENGER	MT665B TRACTOR
-----------------	----------------

OVER THE ROAD TRUCKS & TRAILERS

PETERBUILT	TRACTOR / 50-TON LOWBOY TRAILER
MACK	TRACTOR / 28' DUMP TRAILER
MACK	TRACTOR ONLY
STERLING	18 C.Y. TRI-AXLE DUMP TRUCK
STERLING	TRI-AXLE DUMP TRUCK / 20-TON TAG TRAILER
CHEVY # 206 / # 217	5 C.Y. SINGLE AXLE DUMP
220 - CHEVROLET	9 C.Y. DUMP TRUCK
307/308 STERLING	18 C.Y. TRI-AXLE DUMP TRUCK
923 ANDERSON	12 TON GOOSENECK TRAILER 26'
933 ANDERSON	12 TON GOOSENECK TRAILER 40'
208 - FORD	WATER TRUCK 2000 GAL
303 - FORD	FUEL / LUBE / TRUCK 2000 GAL
205 - CHEVROLET	ONE-TON STAKE BODY DUMP TRUCK
CHEVROLET (2)	1 TON 4 X 4 CREW CAB SERVICE TRUCK
CHEVROLET (MULTIPLE)	4 X 4 CREW CAB PICKUP
CHEVROLET (MULTIPLE)	3/4 TON CREW CAB PICKUP
211 - MITSUBISHI	BOX TOOL VAN
216 - CHEVROLET	STEPSIDE TOOL VAN
221 - HD DUELIE	4 X 4 CREW CAB PICKUP
134 - CHEVROLET	1/2 TON PICKUP
122- CHEVROLET	3/4 TON PICK UP

CRANES

CR-3 AMERICAN	23 TON CRAWLER CRANE
CR-4 AMERICAN	50 TON CRAWLER CRANE
CR-5 AMERICAN	30 TON CRAWLER CRANE

PUSH BOATS & BARGES

MC-2	12' X 28' X 3' LEADS PILE BARGE W/ EQUIP
MC-3	25' GARVEY PUSHBOAT & TRAILER
MC-5	16' X 40' X4' SELF POWERED DREDGE BARGE
MC-6	18' PUSHBOAT & TRAILER
MC-8 A,B & POWER PACK	16' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A,B,C & POWER PACK	24' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A,B,C,D & POWER PACK	32' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A&B	16' X 40' X 5' DECK BARGE
MC-8 A,B&C	24' X 40' X 5' DECK BARGE
MC-8 A,B,C&D	32' X 40' X 5' DECK BARGE
MC-14	19' ALUMINUM BOAR W/ 90 HP HONDA

MISCELLANEOUS SMALL EQUIPMENT

MT-1	6 TON APE VIBRATORY HAMMER
MT-2	8' X 28' X 1' STEEL WORK FLOAT & TRAILER
MT-3	250 AMP WELDER / GENERATOR 10KW
MT-4 SULLIVAN	185 CFM AIR COMPRESSOR
	12" PUMPS
	6" PUMPS
	4" PUMPS
	2"/ 3" PUMPS

S.E. Cline Construction, Inc.



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab III Customer Listing

July 1, 2019

City of Holly Hill, Florida
Attn: City Clerk's Office
1065 Ridgewood Ave.,
Holly Hill, FL 32117

RE: RFP 19-BG-14 Pedestrian Bridge Replacement

To whom it may concern,

Please find attached, S.E. Cline Construction, Inc. Marine Reference List for past three years of all marine specific work performed by our company.

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit C RFP#19-BG-14 Pedestrian Bridge Replacement Cline Submittal (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge

S.E. Cline Construction Reference List 2015 to Present (Marine Scope)

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount
Florida Hospital - Orlando	#931	Florida Hospital	Jul-18	May-19	\$ 757,997.6
Installation of new Vinyl Bulkhead with Concrete Cap		601 East Rollins Street			
Owner Direct Purchase		Orlando, FL 32803			
		James Hurst (407) 383-4561			
Seaside Landings	#4381	Seaside Landings, LLC (Patten Co.)	Feb-18	Nov-18	\$ 343,277.5
Installation of Common Area Dock to include design and permitting.		1100 5th Ave. South, Ste. 404			
		Naples, FL 34102			
		Rusty Simmons (239) 963-9783			
Cedar Point Pedestrian Trail	#937	City of Jacksonville	Feb-18	Jul-18	\$ 488,349.6
Construction of 236' pedestrian bridge over Cedar Point Creek		117 W. Duval St., Ste 375			
		Jacksonville, FL 32202			
		Daryl Weinstein (904) 255-8925			
Palm Coast Community Center	#943	Ajax Building Corporation	Dec-17	Jan-18	\$ 188,762.2
Truline Retaining Wall Installation		735 Primera Blvd., Suite 230			
Location: 305 Palm Coast Pkwy, NE, Palm Coast, Florida		Lake Mary, FL 32746			
		Michael Jenkins (850) 528-8964			
Sailpoint Bay	#944	Continental Property Services	Oct-17	Nov-17	\$ 258,638.6
New Coquina Revetment and Repairs to Existing		444 Seabreeze Blvd. S-600			
		Daytona Beach, FL 32118			
		Russ Bryant (386)238-7400			
Palm Coast Resort Dock	#941	Palm Coast Resort Comm.	Oct-17	Nov-17	\$ 57,761.0
Demolish of existing dock / installation of new T-dock		C/O May Mgmt. Svcs. Inc.			
		1 Hammock Beach Pkwy., Suite 102			
		Palm Coast, FL 32137			
		Alice Randolph (386) 446-0085			
Rebuilt Hurricane Matthew Damaged Dock	#4403	Halifax Landing Owners Assoc. Inc.	Jun-17	Aug-17	\$ 42,028.4
		2801 S. Ridgewood Ave.			
		South Daytona, FL 32119			
		Annemarie Quinones (386) 788-5375			
Pine Lakes Pkwy. - Temp Sheet Pile Cofferdam	# 922	4C's Trucking & Excavation, Inc.	Apr-17	Aug-17	\$ 53,821.0
		P. O. Box 2682			
		Bunnell, FL 32110			
		Chelsea Herbert 386-437-1257			
BS2 Water Control Structure Rehabilitation	#4400	City of Palm Coast	Nov-16	Feb-17	\$ 297,810.5
Construction of Water Control Structure consisting of demolition /		160 Cypress Point Parkway, St B-106			
redesign and rebuilding of the existing structure / stabilization of banks		Palm Coast, FL 32164			
		Mike Brennan (386) 986-4721			

Attachment: Exhibit C RFP#19-BG-14 Pedestrian Bridge Replacement Cline Submittal (2019-R-42 : RFP

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount	6.2.b
Marineland Marina Phase II		Marineland	Aug-16	Feb-17	\$ 432,391.84	
<i>Design Build fixed dock, installation of floating docks and electrical facilities. 4,400 CY Dredging</i>	#4396	9507 Oceanshore Blvd. St. Augustine, FL 32080 Chris Kelley (904) 315-9892				
Kingsley Lake Boat Ramp and Dock	#4389	Kingsley Ventures Dev., Co., LLC 1050 SE 6th Street Butler, FL 32054	Mar-16	Aug-16	\$ 178,218.00	
Riverfront Park Kayak Launch	#4386	City of South Daytona P.O. Box 214960 South Daytona, FL 32120 Greg Bartholomew (386) 322-3070	Mar-16	Apr-16	\$ 42,820.00	
<i>Installation of concrete floating dock and kayak cradles</i>						
Ramp Road Boat Ramp Installation	#4385	City of Cocoa Beach, Florida 2 South Orlando Avenue Cocoa Beach, FL 32932 Wayne Carragino (321) 868-3215	Jan-16	Feb-16	\$ 89,126.18	
<i>Installation of pre-cast boat ramp to include excavation</i>						
Lehigh Canal Spoil Removal	#4382	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Oct-15	Nov-15	\$ 128,308.00	
<i>Removal / Stockpile / Disposal of 3,700+ C.Y. of spoil from canal</i>						
PA-1 Surface Water Control Structure	#4377	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	May-15	Oct-15	\$ 447,304.18	
<i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>						
Seaside Landings Walkover & Gazebo	#4378	Seaside Landings, LLC 1100 5th Ave. South, Ste. 404 Naples, FL 34102 Pete Scerbo (239) 963-9783	Aug-15	Sep-15	\$ 40,635.00	
<i>Permit / Replace walkover and covered gazebo. Flagler County Florida</i>						
Replace, owner furnished Piling / Install Owner's Floating Dock / Misc. Marine	#4376	Marine Supply & Oil Company P.O. Box 513 St. Augustine, FL 32085 Darrell Poli (904) 829-2271	May-15	Sep-15	\$ 66,320.00	
<i>150 Riberia Street, St. Augustine</i>						
Phase III Riverfront Improvements Floating Docks	#4373	City of Palatka 201 N. 2nd Street Palatka, FL 32177 Jonathan Griffith (386) 329-0100	Feb-15	Apr-15	\$ 188,712.48	
<i>Installation of floating timber docks system, including concrete piling with caps and mooring piles.</i>						
Tidelands Condominums Observation Piers	#4361	Tidelands Condo. Association C/O MAY Management 5455 A1A South St. Augustine, FL 32080 Paul Hyde (904) 687-1794	May-14	Mar-15	\$ 149,509.98	
<i>Furnish labor, equipment and materials for completion of 2 observations piers.</i>						

Attachment: Exhibit C RFP#19-BG-14 Pedestrian Bridge Replacement Cline Submittal (2019-R-42 : RFP



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab IV Acceptance of Conditions

July 1, 2019

City of Holly Hill, Florida
Attn: City Clerk's Office
1065 Ridgewood Ave.,
Holly Hill, FL 32117

RE: RFP 19-BG-14 Pedestrian Bridge Replacement

To whom it may concern,

We take no exceptions to the general terms and conditions of this RFP, or to the insurance requirements or any other requirements listed in this RFP.

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit C RFP#19-BG-14 Pedestrian Bridge Replacement Cline Submittal (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab V Professional Certificates / Licenses

July 1, 2019

City of Holly Hill, Florida
Attn: City Clerk's Office
1065 Ridgewood Ave.,
Holly Hill, FL 32117

RE: RFP 19-BG-14 Pedestrian Bridge Replacement

To whom it may concern,

Please find attached licenses for S.E. Cline Construction:

Scott D. Sowers CGC061947
Jackson B. Sampselle CUC1224762

Please find attached for Dredging & Marine Consultants:

Certificate of Authorization
Curtis Todd, P.E. PE37136

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SOWERS, SCOTT DALE

S E CLINE CONSTRUCTION INC
18 UTILITY DRIVE
PALM COAST FL 32137

LICENSE NUMBER: CGC061947

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

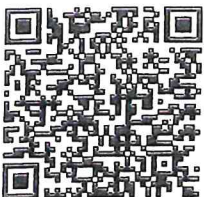
SAMPSELLE, JACKSON BOMMER

S E CLINE CONSTRUCTION INC
18 UTILITY DRIVE
PALM COAST FL 32137

LICENSE NUMBER: CUC1224762

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DREDGING & MARINE CONSULTANTS, LLC

4643 S. CLYDE MORRIS BLVD.
SUITE 302
PORT ORANGE FL 32129

LICENSE NUMBER: CA9410

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TODD, CURTIS NEAL

4643 S. CLYDE MORRIS BOULEVARD
UNIT 302
PORT ORANGE FL 32129

LICENSE NUMBER: PE37136

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab VI Required Forms

RE: RFP 19-BG-14 Pedestrian Bridge Replacement

- A. Standard Contract
- B. Proposers Checklist
- C. Conflict of Interest Affidavit
- D. Proposers Qualification Form
- E. Declaration Statement
- F. Insurance Requirements
- G. Drug Free Workplace Certification
- H. Non-Collusion Affidavit of Prime Bidder
- I. Acknowledgements
- J. Compliance with Public Records Law
- K. References Form
- L. Public Entity Crimes Statement
- M. Vendor Information
- N. W9
- O. Label

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

PROPOSER CHECK LIST

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

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

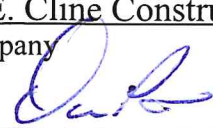
- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

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

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "RFP 19-BG-14", Proposal Title "**PEDESTRIAN BRIDGE REPLACEMENT**" and Due Date "**July 1, 2019 @ 10:00 am**".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

PO Box 354425
Address

Palm Coast, FL 32135
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

**PROFESSIONAL SERVICES AGREEMENT
PEDESTRIAN BRIDGE REPLACEMENT
Request for Proposal (RFP) 19-BG-14**

THIS AGREEMENT is made and entered into this _____ day of August, 2019, by and between S.E. Cline Construction, Inc., duly authorized to conduct business in the State of Florida and whose address is 18 Utility Dr., Palm Coast, FL 32137, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-14), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

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

For City:

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

For Contractor:

Daniel Paton, Vice President(Name, Title)
S.E. Cline Construction, Inc. (Company)
PO Box 354425 (Address)
Palm Coast, FL 32137 (City, State, Zip)
(386) 446-6444 (Phone)

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

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

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

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

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

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

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

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS S.E. Cline Construction, inc.

By: _____
Daniel Paton, V.P.

Dated: July 1, 2019

WITNESSES:

Luanne Waters

Maria Ayala

Attachments: A. RFP #19-BG-14

B. Firm Response to RFP

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

CONFLICT OF INTEREST AFFIDAVIT

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

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

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

PO Box 354425
Address

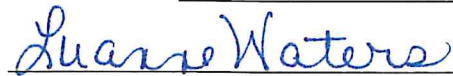
Palm Coast, FL 32135
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

State of Florida
City of Palm Coast

SUBSCRIBED AND SWORN to before me this 1st day of July, 2019, by
Daniel Paton, who is personally known to me to be the
Vice President for the Firm, OR who produced the following
identification: _____



Notary Public



LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

My Commission Expires: July 10, 2022

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

List of S.E. Cline Projects Under Contract >\$300,000.00

% Completed	Project	Contract Amount
70%	Daytona WRWRF Improvements	\$ 5,603,863.80
40%	Las Casitas / KB Homes	2,277,664.01
95%	COPC R-Section PEP	\$ 447,721.85
10%	High Bridge Pier Replacement	404,974.95
10%	Bay Drive Park Sitework	\$ 1,486,427.60

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

Belle Terre Turn Lane at Market Place \$654,903.02, in contract finalization.

Palm Coast Convenience Store \$908,983.00, in final negotiation phase

OTHER INFORMATION ABOUT PROJECTS:

Cont. List Major Work:

29%	Sunrise Park Holly Hill	\$1,094,325.00
10%	Los Lagos	\$2,177,168.87
2%	Orange County Berm Repairs	\$ 864,514.00
0%	Airport Commons	\$1,082,637.68

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 318,057.01 Total Fees for work done on all City projects

Sunrise Park - Presently Under Contract

REFERENCES:Bank(s) Maintaining Account(s): Intracoastal Bank, Laurie Alves1290 NW Palm coast Pkwy., Palm Coast, FL 32137 (386) 447-1662Surety/Underwriter: (if required) Nielson, Mosholder & Associates, Don Bramlage4380 St. Johns Parkway, Suite 110, Sanford, FL 32771 (407) 330-3990 ext. 1206

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 23Y. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

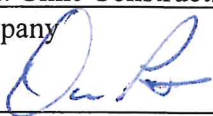
☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-14 - "PEDESTRIAN BRIDGE REPLACEMENT"

Dear Mayor and Commission Members:

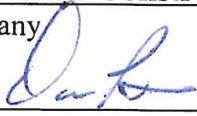
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP #19-BG-14.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 1st day of July, 2019 in the City of Palm Coast, in the State of Florida.

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **PEDESTRIAN BRIDGE REPLACEMENT**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

S.E. Cline Construction, Inc.
Company

PO Box 354425
Address


Authorized Signature

Palm Coast, FL 32137
City, State, Zip Code

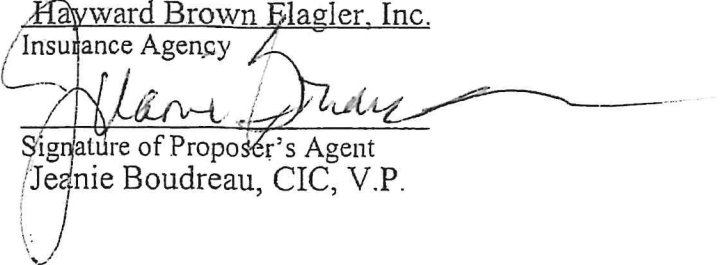
Daniel Paton, V.P.
Printed Name & Title

(386) 446-6444
Telephone No.

marine@clineconstruction.net
Email

(386) 446-6481
Fax No.

Hayward Brown Flagler, Inc.
Insurance Agency


Signature of Proposer's Agent
Jeannie Boudreau, CIC, V.P.

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS
(Continued)

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

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

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

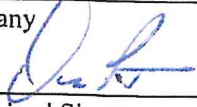
- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **PEDESTRIAN BRIDGE REPLACEMENT**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

Halifax Insurance Partners
Insurance Agency


Signature of Proposer's Agent

PO Box 354425
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation S.E. Cline Const.
Agent: Foundation Risk Partners
dba Halifax Insurance Partners | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability S.E. Cline Const.
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.
Agent: Hayward Brown Flagler, Inc. | <u>Bodily Injury & Property Damage</u>

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

INSURANCE REQUIREMENTS
(Continued)

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

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

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

- ☒ 10. Thirty (30) Days Cancellation Notice required.
- ☒ 11. The Certificate must state the RFP Number and **PEDESTRIAN BRIDGE REPLACEMENT.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

DREDGING & MARINE CONSULTANTS, LLC
Company

4643 J. CLYDE MORRIS BLVD., UNIT 302
Address

Shail
Authorized Signature

PORT ORANGE, FL 32129
City, State, Zip Code

SHAILESH K. PATEL, PRESIDENT
Printed Name & Title

386-304-6505
Telephone No.

spatel@dmcs.com
Email

386-304-6506
Fax No.

Sihle INSURANCE GROUP
Insurance Agency

Rams Bush
Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

S.E. Cline Construction, Inc.
 Company


 Authorized Signature

Daniel Paton, V.P.
 Printed Name & Title

marine@clineconsturction.net
 Email

18 Utility Drive
 Address

Palm Coast, FL 32137
 City, State, Zip Code

(386) 446-6444
 Telephone No.

(386) 446-6481
 Fax No.



S.E. Cline Construction, Inc.

P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

6.2.b

ACKNOWLEDGEMENT OF THE DRUG-FREE WORKPLACE PROGRAM
AGREEMENT TO SUBMIT TO DRUG TESTING
AGREEMENT TO RELEASE DRUG TEST RESULTS

I _____, understand the S.E. Cline Construction, Inc. maintains a Drug-Free workplace policy requiring all employees to report to work in a substance free condition. I have received and read a copy of the policy which is within the safety handbook and I understand the consequences of violating the policy, including my obligations under the Drug-Free Workplace Act, Section 440.102, Florida Statutes. If I did not understand the policy, I have asked for and received an explanation. I specifically understand that if I am injured on the job and either refuse to be tested or test positive for drugs or alcohol that I hereby forfeit eligibility for all Workers Compensation Medical and Indemnity benefits.

I understand that as a condition of my initial and/or continued employment, as part of initial routinely scheduled fitness for duty physical examinations (if applicable), and where reasonable suspicion of drug use exists, the company will require me to undergo substance screening by urinalysis, blood, (for alcohol), hair follicle, or other testing procedure and I hereby agree to submit to such tests, including post rehabilitation recovery periodic testing and the required post-accident testing. I further consent to the results of any such drug screen(s) being released to the company's authorized representative by the Medical Review Officer (MRO), and understand that I am legally authorized to receive a copy of this consent form if requested.

The results will not be released to any additional parties without my written authorization. I also understand that the Drug-Free Workplace Policy and related documents are not intended to constitute a contract between me and the company. I release any testing facility personnel and/or any physicians who have tested me from any liability arising from release or use of any and all test results, written reports, medical records and data concerning my test(s) to the appropriate company officials. I further release all company officials from liability arising from release or use of the test results.

I agree to and acknowledge receipt of this policy.

Signature _____

Date _____

Printed Name _____

Social Security # _____

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

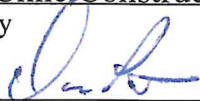
State of FloridaCounty of FlaglerDaniel Paton, being first duly sworn, deposes and says that:He she is V. President of S.E. Cline Const., Inc., Proposer that has submitted the attached Qualification;He she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

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

S.E. Cline Construction, Inc.
 Company

18 Utility Drive
 Address


 Authorized Signature

Palm Coast, FL 32137
 City, State, Zip Code

Daniel Paton, V.P.
 Printed Name & Title

(386) 446-6444
 Telephone No.

marine@clineconstruction.net
 Email

(386) 446-6481
 Fax No.
Subscribed and sworn to before me this 1st day of July, 20 19.Luanne Waters
Luanne Waters, Notary Public
 Title

 LUANNE WATERS
 Commission # GG 214055
 Expires July 10, 2022
 Bonded Thru Budget Notary Services
My Commission Expires: July 10, 2022

ACKNOWLEDGEMENTS
RFP #19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT

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

From : S.E. Cline Construction, Inc. "Contractor"
PO Box 354425
Palm Coast, FL 32135

The Contractor agrees to provide **PEDESTRIAN BRIDGE REPLACEMENT** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **PEDESTRIAN BRIDGE REPLACEMENT** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

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

Dated this 1st day of July, 2019
(Month) (Year)

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

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

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Daniel Paton, V.P.
(Signature) (Print name)

Address: S.E. Cline Construction, Inc.
PO Box 354425
Palm Coast, FL 32137

Telephone: (386) 446-6444 Fax: (386) 446-6481

Taxpayer Identification Number (TIN/EIN): 59-3370544

State Under Which Corporation Was Chartered:
Florida

Corporate President: Scott Dale Sowers
(Print Name)

Corporate Secretary: Cyriacus Alcindor
(Print Name)

Corporate Treasurer: Cyriacus Alcindor
(Print Name)

CORPORATE SEAL

Attest By: Cyriacus Alcindor
Secretary

Signature: _____ Date: July 1, 2019

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: S.E. Cline Construction, Inc.

Authorized representative (printed): Daniel Paton, V.P.

Authorized representative (signature): 

Project Number: RFP 19-BG-14 Date: July 1, 2019

REFERENCES FORM

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

1. Name of Company: City of Palatka
 Address: 201 N. 2nd Street, Palatka, FL 32177
 Point of Contact: Jonathan Griffith
 Phone #: (386) 329-0100 Email address: jcgriffith@palatka-fl.gov
 Service(s) Provided: Installation of floating docks, concrete piling, mooring pile, sanitary sewer, sanitary water, pond excavation.
 Dates of Service: Several contracts since 2014

2. Name of Company: City of Palm Coast
 Address: 160 Cypress Point Parkway Suite B-106, Palm Coast, FL 32164
 Point of Contact: Mary Kronenberg
 Phone #: (386) 986-3730 Email address: mkronenberg@palmcoastgov.com
 Service(s) Provided: Water control structure rehab. (Multiple) , reclaimed watermain, pep tank improvements, canal debris removal, watermain conversion
 Dates of Service: Working relationship with 20+ contracts since 1996

3. Name of Company: Town of Marineland
 Address: 9507 Oceanshore Blvd., St. Augustine, FL 32080
 Point of Contact: Chris Kelley
 Phone #: (904) 315-9892 Email address: marinelandmarina@gmail.com
 Service(s) Provided: Fixed docks, floating docks, dredging, watermain, sitework.
 Dates of Service: Contractual relationship dating back to 2011

4. Name of Company: Seaside Landings, LLC (Patten Co.)
 Address: 1100 5th Ave. South, Ste. 404, Naples, FL 34102
 Point of Contact: Rusty Simmons
 Phone #: (239) 963-9783 Email address: rsimmons@pattenco.com
 Service(s) Provided: Design / Permit / Build Common area dock, walkover, covered gazebo.
 Dates of Service: Contracts: August 2015 and February 2018

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

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

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

by Daniel Paton, Vice President

(Print Individual's Name and Title)

for S.E. Cline Construction, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 18 Utility Drive, Palm Coast, FL 32137

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3370544

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

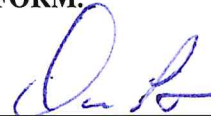
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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



(Signature) Daniel Paton, V.P.

Sworn and subscribed before me this 1st day of July, 2019.

Personally known ✓



(Notary)

OR produced identification _____

Notary Public State of Florida

My commission expires: July 10, 2022

(Type of Identification)



LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 59-3370544Firm Name: S.E. Cline Construction, Inc.Mailing Address: PO Box 354425, Palm Coast, FL 32137Telephone No.: (386) 446-6444 Fax No.: (386) 446-6481Email Address: marine@clineconstruction.net Web Address: clineconstruction.net

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

Firm Name: _____

Remittance Address: _____

Submitted by: Name & Title Printed: Daniel Paton, Vice President

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. S. E. Cline Construction, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 18 Utility Drive	Requester's name and address (optional)
6 City, state, and ZIP code Palm Coast, FL 32137	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>[Signature]</i>	Date ► 7/1/19
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**ADDENDUM NUMBER 1
RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19-BG-14** for the above **PEDESTRIAN BRIDGE REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before July 1, 2019 to:

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

QUESTIONS AND ANSWERS

Q1. Is there a budget for this project?

A1. The anticipated range for the project is \$200,000 +/- \$50,000.

Q2. Is Errors and Omissions or Malpractice Insurance Coverage required?

A2. Yes, in the amount of \$1,000,000 per occurrence as stated on p. 25

Q3. The pedestrian bridge in this RFP , can you inform us of its width / length/ and material that is to be constructed of . Steel/ Aluminum / wood/ Concrete / Other.

A3. The bridge is 180' x 8'. The materials will be at the discretion of the bidder within the budget parameters posted above. Due to the proximity to the Halifax River, stainless steel hardware is recommended.

Signature acknowledges receipt and understanding of this addendum.



Daniel Paton, V.P.

Name/Title

July 1, 2019

Date

RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT – Addendum No. 1

06/21/2019



S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

Tab VII Price Proposal Form

RE: RFP 19-BG-14 Pedestrian Bridge Replacement

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

PROPOSAL PRICING FORM
RFP 19-BG-14
PEDESTRIAN BRIDGE REPLACEMENT

RFP Date: July 1, 2019

TO: The City of Holly Hill, Florida

FROM: S.E. Cline Construction, Inc.

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

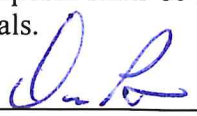
Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

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

Total Fee Proposal \$ 274,856.25

Two Hundred Seventy-four Thousand, Eight Hundred Fifty-six and 25/100 Dollars

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



 Authorized Signature

Daniel Paton, V.P.
 Printed Name & Title

S.E. Cline Construction, Inc.
 Company

July 1, 2019
 Date

PO Box 354425
 Address

Palm Coast, FL 32137
 City, State, Zip Code

(386) 446-6444
 Telephone No.

marine@clineconstruction.net
 Email Address.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

S.E. Cline Construction, Inc.

as Principal, hereinafter called the Principal, and
Endurance Assurance Corporation
a corporation duly organized under the laws of the State of ***Delaware***

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Holly Hill, Florida

as Oblige, hereinafter called the Oblige, in the sum of ***FIVE PERCENT (5%) OF PROPOSED BID***-Dollars
(\$ ---5%---), for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Pedestrian Bridge Replacement-Bid No. 19-BG-14

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

Signed and sealed this ***1st*** day of ***July***, 2019.

Luann Waters
(Witness)

S.E. Cline Construction, Inc.

Daniel Paton (Title) ***V.P.***

Endurance Assurance Corporation

Myosli McDavid
(Witness)

***Don Bramlage, Attorney-In-Fact &
Florida Resident Agent
Inquiries: 407 330 3990***

ENDURANCE ASSURANCE CORPORATION

066

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint LAURA D. MOSHOLDER, EDWARD M. CLARK, DON BRAMLAGE its true and lawful Attorney(s)-in-fact, at SANFORD in the State of FL and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 11th day of October, 2017 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By *Sharon L. Sims*

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

On the 11th day of October, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

Nicholas James Benenati

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of July, 2019.

(Corporate Seal)

Christopher Donelan

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020



Notes on RFP 19-BG-14 Evaluation
Steven Juengst, Facilities Supervisor
July 5, 2019

Live Flyer: Option A

Disqualification based on proposed methodology. The bid specified an 8' wide bridge, what is being proposed is 6' wide.

Live Flyer: Option B

Qualifications and Previous Experience: Strong individual qualifications though through different firms. Current firm is small.

Grade:

Completeness of Project Approach: Very much like the aluminum bridge (+10)– low maintenance. Steel piles (+6) and railings not specified to be *stainless* steel (+6), fasteners stainless (+10). May opt for timber piles (+2) (34). 30 points available, close to high design

Grade: 29

Cost Proposal: \$200,950 is the lowest qualifying bid received.

Grade: 25 points

Warranties, etc.: Comparable to other bidders

Grade: 10 points

Total Grade:

Underwater Engineering Services, Inc.

Qualifications and Previous Experience: Very strong experience, reasonably small company.

Grade:

Completeness of Project Approach: Timber Pilings (size not specified – need to be deep) +8, composite decking is very strong +9, stainless steel hardware is great +10, timber handrails is okay +8. (35). 30 points available – high score

Grade: 30

Cost Proposal: \$247,340.00 is the middle qualifying bid received. Lowest bid is 81% of cost, therefore UEI is offered 81% of total points available.

Grade: 16

Warranties, etc.: Comparable to other bidders

Grade: 10 points

Total Grade:

S.E. Cline Construction, Inc.

Qualifications and Previous Experience: Very strong experience, very large company.

Grade:

Completeness of Project Approach: Project approach and materials not submitted

Grade: 0

Cost Proposal: \$274,856.25 is the highest qualifying bid received. Lowest bid is 73% of cost, therefore S.E. Cline is offered 73% of total points available.

Grade: 15

Warranties, etc.: Comparable to other bidders

Grade: 10 points

Total Grade:

Request for Proposal

NUMBER
RFP #19-BG-14



Pedestrian Bridge Replacement

John McKinney, Finance Director

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide for a Pedestrian Bridge Replacement for the City of Holly Hill. Proposals will be received until **Monday July 1, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

RFP# 19-BG-14 "Pedestrian Bridge Replacement"

Services to be provided shall include, but not be limited to the following:

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to to repair/replace the existing pedestrian bridge on Riverside Drive east of the intersection with Peterson Court. This repair/replacement will require that the foot bridge be brought into current standards of building code and will require permitting from SJRWMD, Army Corps of Engineers, City of Holly Hill and all other appropriate agencies. A more detail Scope of Work can be found in Exhibit "A". The proposal are to be in accordance with the terms, conditions, and specifications stated herein.

- ☐ A pre-bid conference is not applicable for this solicitation.
- ☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday June 18, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

One (1) hard copy and One (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside:: **"RFP 19-BG-14 – Pedestrian Bridge Replacement."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

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1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **PEDESTRIAN BRIDGE REPLACEMENT** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for one hundred and eighty (180) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of , City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2016-2017 and in the City’s Annual Budget for fiscal year 2017-2018. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to John McKinney, Finance Director, and submit such questions in writing to finance@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only

official answer or position of the City will be the one stated in writing from finance@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

- ☐ A pre-bid conference is not applicable for this solicitation.
- ☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday June 18, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	June 3, 2019
Non-Mandatory Pre-Bid	June 18, 2019 - 10:00 am
Last Date for Receipt of Written Questions	June 24, 2019 – 10:00 am
Addendum Issued (If Applicable)	June 26, 2019
Proposal Opening Date	July 1, 2019 – 10:00 am
Evaluation Committee	July 8, 2019 – 10:00 am
Notice of Recommendation	July 10, 2019
City Commission Hearing Date	August 13, 2019

2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to to repair/replace the existing pedestrian bridge on Riverside Drive east of the intersection with Peterson Court. This repair/replacement will require that the foot bridge be brought into current standards of building code and will require permitting from SJRWMD, Army Corps of Engineers, City of Holly Hill and all other appropriate agencies. The proposal are to be in accordance with the terms, conditions, and specifications stated herein and attached in more detail in Exhibit “A”.

A) Contractor’s Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.
- 3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY:** Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 4) **HOURS OF OPERATION:** All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

B) City’s Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Facilities Supervisor as being the representative of the City in all matters regarding this solicitation.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for one hundred and eighty (180) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

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

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

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

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

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Contractor(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☐ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before **Monday July 1, 2019** to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copy and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

- b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI, Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in

anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Qualifications and previous commercial experience, including projects for local Cities in Florida.	35
Completeness of project approach – understanding of the project, proposed methodology, project schedule and limited disruptions.	30
Cost proposal	25
Warranties, service level agreements, liquidated damages	10
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

PROPOSER CHECK LIST

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

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

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

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

- ☐ The **mailing envelope must be sealed and marked** with Qualification Number “**RFP 19-BG-14**”, Proposal Title “**PEDESTRIAN BRIDGE REPLACEMENT**” and Due Date “**July 1, 2019 @ 10:00 am**”.
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
PEDESTRIAN BRIDGE REPLACEMENT
Request for Proposal (RFP) 19-BG-14**

THIS AGREEMENT is made and entered into this _____ day of August, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called “CONTRACTOR” and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-14), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

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

For City:

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

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

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

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

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

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

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

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

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

WITNESSES:

WITNESSES:

Attachments: A. RFP #19-BG-14
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

_____, _____

Dated: _____

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

CONFLICT OF INTEREST AFFIDAVIT

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

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

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

State of _____)
 City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by
 _____, who is personally known to me to be the
 _____ for the Firm, OR who produced the following
 identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☐ No

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

FEES:

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

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

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-14 - "PEDESTRIAN BRIDGE REPLACEMENT"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-BG-14**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **PEDESTRIAN BRIDGE REPLACEMENT**.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

- ☐ YES
☐ NO

 Company

 Address

 Authorized Signature

 City, State, Zip Code

 Printed Name & Title

 Telephone No.

 Email

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

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

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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

Title

My Commission Expires: _____

ACKNOWLEDGEMENTS
RFP #19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT

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

From : Insert Information
“Contractor”

The Contractor agrees to provide **PEDESTRIAN BRIDGE REPLACEMENT** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **PEDESTRIAN BRIDGE REPLACEMENT** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

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

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

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

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

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

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: _____

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

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP 19-BG-14** Date: _____

REFERENCES FORM

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

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

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

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

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

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

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

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

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

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

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

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

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

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
RFP 19-BG-14
PEDESTRIAN BRIDGE REPLACEMENT

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: _____

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

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

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

Total Fee Proposal \$ _____

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

 Authorized Signature

 Address

 Printed Name & Title

 City, State, Zip Code

 Company

 Telephone No.

 Date

 Email Address.

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cut and use this label for Proposal Package

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

RFP #19-BG-14

PEDESTRIAN BRIDGE REPLACEMENT

OPENING DATE/TIME:
July 1, 2019
by 10:00 a.m.

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

**ADDENDUM NUMBER 1
RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19-BG-14** for the above **PEDESTRIAN BRIDGE REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before July 1, 2019 to:

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

QUESTIONS AND ANSWERS

Q1. Is there a budget for this project?

A1. The anticipated range for the project is \$200,000 +/- \$50,000.

Q2. Is Errors and Omissions or Malpractice Insurance Coverage required?

A2. Yes, in the amount of \$1,000,000 per occurrence as stated on p. 25

Q3. The pedestrian bridge in this RFP , can you inform us of its width / length/ and material that is to be constructed of . Steel/ Aluminum / wood/ Concrete / Other.

A3. The bridge is 180' x 8'. The materials will be at the discretion of the bidder within the budget parameters posted above. Due to the proximity to the Halifax River, stainless steel hardware is recommended.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT – Addendum No. 1

06/21/2019

Attachment: RFP 19-BG-14 Addendum No. 1 (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

RFP 19-BG-14 Pedestrian Bridge Replacement

June 18, 2019@ 10:00am

PRE-BID SIGN IN SHEET

Name	Signature	Company Name	Email
ERIC SAYON		ESX CONSTRUCTION LLC	RSAYON@ESXSPECTATIVES.COM
RAY ZIMMERMAN		UNITED SITE SERVICES	RAYMOND.ZIMMERMAN@UNITEDSITE-SERVICES.COM
GARY HANCOCK		INDAPENDENCY RECYCLING	ghancock@INDREC.COM
Sarah O'Brien		S. E. Cline Construction	SarahO@clineconstruction.net
Breton Davis		BRETON	BDAVIS@BALANCEX.COM
Eze Nnadi		NADIC Engineering	enadi@nadinc.com
HEIDI HELLEN		GENERAL PUBLIC	_____
ANDREW LOWRELLY		Underwater Engineering Services, Inc	alowrelly@uesi.com
Mounir Khabazeh		Sabounji Construction	info@sabounjiconstruction.ca

RFP 19-BG-14 Pedestrian Bridge Replacement

June 18, 2019 @ 10:00am

PRE-BID SIGN IN SHEET

[illegible]

1-JULY-2019
LIVE FLYER, INC.

TITLE PAGE

City of Holly Hill
RFP No. 19-BG-14

Pedestrian Bridge Replacement - Design / Build



Live Flyer Inc.

Marine Construction & Environmental Stewardship



JOHN WARD (407) 921-9282 • JOHN@LIVEFLYERINC.COM
330 COQUINA AVE • ORMOND BEACH • FL • 32174

Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

1-JULY-2019
LIVE FLYER, INC.

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City of Holly Hill
RFP No. 19-BG-14

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JOHN WARD (407) 921-9282 • JOHN@LIVEFLYERINC.COM
330 COQUINA AVE • ORMOND BEACH • FL • 32174



1-July-2019

City Commission of the City of Holly Hill
 Attn: Mr. John McKinney - Finance Director
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Office No. (386) 248-9420
 eMail: Finance@HollyHillFL.org

Client Reference: Pedestrian Bridge Replacement - Design/Build (RFP No. 19-BG-14)
 Our Reference: Offer Tab I - Management Summary (Project No. 190701)



Dear Mr. McKinney,

Live Flyer, Inc. was Chartered as a for profit Corporation with the State of Florida on 4-June-2014, originally as Live Flyer Supply, Inc. and subsequently amended to the current name in 2018 and our Florida Division of Corporations Charter Number is P14000050376. Live Flyer, Inc.'s Federal Employer Identification Number is 47-1045970 and our Florida Re-Employment Tax Account Number is 3539303. Our Volusia County Occupational License Number is 201811060001 and our Florida Marine Contractor's License Number is SCC131152095. Furthermore and for industry reference, our Dunn and Bradstreet Verified (DUNS) Number is 05-205-3961.

Our corporate officers are as followings, John Ward - President and Chief Operating Officer and Ann Schwarting - Vice President and Corporate Secretary. We comprise an effective and complementary team as our life and professional experiences are discrete and we routinely enjoy synergistic project solutions not visible otherwise. While John Ward draws from three decades of experience in marine construction to plan and execute, Ann Schwarting observes the work thru a unique paradigm of environmental conservation and deep level commitment to be stewards of our natural ecosystems.

While we work as an equal team in terms of respective management roles, Ann Schwarting will support all project management functions and a discussion or interaction with one is much like having communicated with the other, as we enjoy perfect disclosure, John Ward will be ultimately responsible for adherence to the terms and conditions of the Agreement, coordination for the continuing Contract seagrass stabilization mobilization(s), submittals, scheduling, change orders, procurement, field operations management and hurricane planning as Project Manager for the Work.

Cont'd

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Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

1-July-2019

City Commission of the City of Holly Hill

Attn: Mr. John McKinney - Finance Director

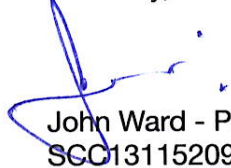
Live Flyer, Inc. - Pedestrian Bridge Replacement - Design/Build (RFP No. 19-BG-14)

Page No. 2 of 2

Without question, it is our most fundamental purpose and ongoing pervasive pursuit at Live Flyer, Inc., to routinely demonstrate the sound engineering, planning and execution of our work with minimal adverse affect to the environment, while doing so in a cost effective manor via evolutionary life long learning to identify, continually improve upon existing and develop new means, methods, equipment and materials that will be depended upon to achieve high level effectiveness in the preservation and restoration of natural areas.

Attached to this section is our Trade Credit Reference document, used by Live Flyer, Inc. to establish commercial accounts. While it contains much of the information denoted above, it may prove to be a handy summary of information. In addition to the required references expounded upon in Tab III of the technical proposal, we invite the City of Holly Hill to speak with any of our venders, surety agent(s), insurance agent(s) and financial institution representative(s).

Sincerely,



John Ward - President / COO
SCC131152095

Enclosure(s): Trade Credit Reference





Live Flyer Inc.

Marine Construction & Environmental Stewardship

TRADE CREDIT REFERENCE

330 Coquina Ave • Ormond Beach • Florida • 32174 • LiveFlyer@iCloud.com • (407) 921-9282
<http://live-flyer-inc.business.site/> • <https://www.facebook.com/liveflyerinc/ad>

Live Flyer, Inc. chartered Incorporation with the State of Florida 4-June-2014. We are ardent planet stewards of the environment in responsible marine construction & salvage in Florida. Division of Corp Charter No. P14000050376 • Federal Employer Identification(EIN) No. 47-1045970 Dunn & Bradstreet(D-U-N-S) No. 05-205-3961 • Volusia Co. Occupational License No. 201811060001 Florida Marine Contractor License No. SCC131152095 • Re-Employment Tax Account No. 3539303

COMMERCIAL BANKING

SunTrust Banks, Inc.
 1737 North Clyde Morris Blvd.
 Daytona Beach, FL 32117
www.SunTrust.com

Robert Ludlow
 First Vice President
 (386) 258-2628
Robert.Ludlow@SunTrust.com

SURETY & RISK

Surety Bond Professionals, Inc.
 205 Union Street, 2nd Floor
 Natick, Massachusetts 01760
www.SuretyBondProfessionals.com

Matt Leskanic
 Surety Executive
 (781) 559-0568
Matt@SuretyBondProfessionals.com

Brown & Brown of Florida, Inc.
 1201 West Cypress Creek Road
 Fort Lauderdale, FL 33309
www.bbftlaud.com

Michael Boyer
 Vice President & Division Leader
 (954) 331-1544
MBoyer@bbftlaud.com

CORPORATE OFFICERS

John Ward
 President / COO

(407) 921-9282
John@LiveFlyerInc.com

Ann Schwarting
 Vice President / Secretary

(970) 560-1569
Ann@LiveFlyerInc.com

TRADE REFERENCES

Synergy Equipment, Inc.
 2580 Whitfield Avenue
 Sarasota, FL 34243
www.SynergyEquip.com

Ryan Purdy
 General Manager
 (941) 404-0900
RPurdy@SynergyEquip.com

Mobro Marine, Inc.
 606 Leonard C Taylor Pkwy.
 Green Cove Springs, FL 32043
www.MobroMarine.com

John Rowland
 President
 (904) 284-9670
JRowland@MobroMarine.com

United Site Services, Inc.
 1025 6th Street
 Daytona Beach, FL 32117
www.UnitedSiteServices.com

Ray Zimmerman
 Sales Manager
 (407) 627-6722
Raymond.Zimmerman@UnitedSiteServices.com

R.H. Moore & Associates, Inc.
 7834 Depot Lane
 Tampa, FL 33637
www.RHMooreAssociates.com

Mike Nester
 General Manager
 (813) 988-0200
Mike@RHMooreAssociates.com



1-July-2019

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 Office No. (386) 248-9420
 eMail: Finance@HollyHillFL.org

Client Reference: Pedestrian Bridge Replacement - Design/Build (RFP No. 19-BG-14)

Our Reference: Offer Tab II - Corporate Experience & Capacity (Project No. 190701)

Dear Mr. McKinney,

While having enjoyed a nearly thirty years long varied career building marine structures throughout the U.S. and the Caribbean in heavy civil construction, including several design / build projects including; wharves, major and minor bridges, concrete, steel and timber piers, deep foundation systems, steel and concrete bulkheads, revetments and jetty's, subaqueous structures, dredging and filling, mooring and breasting dolphins, hurricane bollards, waterway markers, soil anchors, dismantlement of existing structures, derelict vessel removal, wave attenuations systems and mitigation plantings, we are now pursuing marine work for our own corporation...Live Flyer, Inc. !



Our designated project manager to manage design development, planning, procurement & field construction is John Ward. While my partner Ann Schwarting, an ardent naturalist and Certified Natural Area Management professional, and my daughter, engineering student from the University of Georgia will serve the project, I will be the primary point of contact for the Work. Having enjoyed marine work for nearly three decades, I possess the knowledge, skill and desire to obtain requisite resources; eg. plant, equipment, skilled labor and procurement of permanent and any temporary materials as needed to successfully complete the City's project, while achieving all project goals !

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Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

Cont'd

1-July-2019

City Commission of the City of Holly Hill

Attn: Mr. John McKinney - Finance Director

Live Flyer, Inc. - Pedestrian Bridge Replacement - Design/Build (RFP No. 19-BG-14)

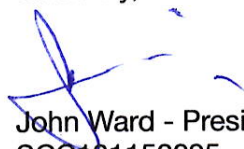
Page No. 2 of 2

While specific projects where the primary scope of pedestrian bridges is somewhat recent in our many pursuits and in referencing the attached resume for John Ward, design / build work has been a common and highly preferred delivery method for construction projects. On several occasions and in the lead as senior project manager, the responsibility for; meeting and negotiating terms with permitting agencies (eg. USACoE, USCG, EPA SJRWMD, SFWMD, FDEP, FWC, etc.) in which to effectively establish project priorities, developing the permit applications, ensuring Permit compliance, notifying the agencies of any changes relevant to the permits and ultimately, to close out permit notifications and any required deliverables to the permitting agencies upon successful completion of the work.

As senior project manager for dismantlement of the existing and construction of the proposed US-1 bridge structures spanning the Saint Sebastian River in Micco, Florida, working very closely with the Saint John's River Water Management District (SJRWMD) was critical in order to enable the planned work, while preserving the Saint Sebastian River, designated as Outstanding Florida Waters (OFW) in it's confluence with the Indian River, a State Aquatic Preserve. In accordance with our SJRWMD Permit, bridge work proposed within an OFW must not lower the existing ambient water quality.

Therefore, the allowable turbidity differential between the areas of work and the river background values could be no more than Zero. Having established early and uninterrupted interaction with the SJRWMD, I developed a cooperative plan to maintain a double row of deep floating turbidity barrier enclosing all pile jetting operations, which effectively contained the high level of turbidity within the bridge pier pile cluster encapsulations. The project above went on to be nominated by the Florida Department of Transportation (FDOT) and the Florida Transportation Builders Association (FTBA) for the Best Bridge in Construction Award, for which the Project Award was celebrated in 2010.

Sincerely,



John Ward - President / COO
SCC131152095



Enclosure(s): Resume (John Ward), Personnel Certifications, Client Referral Letters & Marine Insurance Coverage Binders



330 Coquina Avenue - Ormond Beach - Florida - 32174
 Mobile No. 407-921-9282 - LiveFlyer@iCloud.com

Roles

Knowledge and skill in all facets of heavy civil & marine construction; Safety, Quality, Environmental, Business Development, Constructability Review, Design Development, Permitting, Estimating, Surety & Insurance, Contracts & Supplemental Agreements Negotiation, Planning, Procurement, Risk Assessment, Engineering, Scheduling, Personnel Management, Plant & Equipment, Cost Control Forecasting, Production & Productivity Enhancement, Project Acceptance, Warranty Administration and Client Follow Up.

Credentials

M.S. Degree, Construction Management, University of Florida, Gainesville, Florida – August 1992
 B.S. Degree, Business Administration, University of Florida, Gainesville, Florida – August 1990
 QC Manager, ACI Concrete Transportation Construction Inspector and Concrete Field & Lab Testing Qualifications – 2004
 FAA Private Pilot License – Single Engine, Land Based Aircraft – Aerial Project Photography & Crew Transport – 2000
 Port Canaveral Propeller Club Vice-President & President Elect – 2011 & 2012

Major Accomplishments

2010 FDOT & FTBA Florida's Best in Construction Award, Bridge Category – Saint Sebastian River Bridge
 2009 FDOT Alternative Bidding method Early Completion Bonus incentive payment earned for achieving Final Acceptance of the project nearly three calendar months (3 Mo) earlier than the Time Bid of seven hundred forty days (740 Da) contained within the Contract – Saint Sebastian River Bridge.
 2008 USACoE Quarterly Safety Excellence Award – CCAFS Satellite Protection Facility – Driven Pile Foundation System
 2003 FDOT & FTBA Florida's Best in Construction Award, Major Bridge Category – Broadway Bridge

Projects Managed

Emergency Derelict Vessel Abatement - Clay County Board of County Commissioners December 2018
 Removal of several hurricane damaged and abandoned vessels obstructing navigation in the Saint John's River, grounded from Jacksonville to Green Cove Springs. Teamed with Clay County to plan and execute urgent vessel demolition in place, marine transport to the Port of Green Cove Springs for trans-loading to the barge and load out staging for landfill disposal and recycling.

Lewis & Clark Bridge (US 85) – North Dakota Department of Transportation April 2016 – August 2018
 This was the largest individual infrastructure project in state history. The \$70M contract was awarded by the North Dakota Department of Transportation (NDDOT) to replace the existing two-lane functionally obsolete and structurally deficient Missouri River Bridge at US Highway 85 three miles south of Junction US 2 near Williston, North Dakota in McKenzie and Williams Counties. The scope of work included a six-span, continuous deck unit, approximately 1,522-ft long by nearly 85-ft wide, four-lane, high-level structure accessed during construction by a temporary work trestle supporting 300-ton crawler cranes. The project also included a wildlife crossing and relief bridge, nearly five miles of associated roadway widening and removal of the existing bridge structure.

I-75 Improvements – Section I (SR 54 to SR 52) – Florida Department of Transportation February 2015 – April 2016
 Design and construct multi-phased 12 mile widening from 4 to 6 lanes of the Interstate including 1 million cy of embankment from onsite pond excavation including 250,000 cy of excess clay, construction of five new overpass bridges with 18" PC PS concrete driven pile foundations up to 125' long, cast-in-place abutments with temporary & permanent MSE walls, Florida I-Beams up to 168' long and cast-in-place deck with slipformed traffic railing.

KSC Bridges Revetment – National Aeronautics & Space Administration August 2010 – April 2012
 Scour protection at the Four Kennedy Space Center NASA Bridges, scope consisting of dredging, precision rock filled geotextile mattress placement and rubble riprap within the channels and adjacent to the existing bascule piers. Extensive commercial diving work was all self performed.

Cocoa Bridge Rehabilitation – Florida Department of Transportation November 2010 – February 2012
 Waterline footer cast-in-place concrete encapsulation, spall repair and impressed cathodic protection system comprised of titanium mesh installed within the splash zone of the existing structure.

Cruise Terminal No. 8 Improvements – Canaveral Port Authority December 2008 – January 2010



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Mobile No. 407-921-9282 - LiveFlyer@iCloud.com

Extension of the existing Disney Cruise Lines wharf to accommodate larger vessels and construction of a berthing dolphin. Foundation systems consisting of 18" and 24" PC PS Concrete Pile approximately 110' long with cast-in-place caps and decks. Installation of AZ-50 steel sheetpile wall approximately 100' deep with soil anchor tiebacks and cast-in-place cap. Mechanical dredging within the West Turning Basin to the new design depth and placement of grout filled fabri-form revetment. Work was completed ahead of schedule despite significant access restrictions imposed by frequent cruise ship berthing.

Bay & River Drive Bridges – City of Vero Beach September 2009 – November 2010
Replacement of two structures including 18" Square PC PS Concrete pile, cast-in-place pier caps and deck spans. All work was performed within very close proximity to high end waterfront homes in an exclusive neighborhood.

Rose Bay Weir Pier – United States Army Corps of Engineers April 2010 – May 2010
Timber structure within dredge spoil basin to support and furnish access to the water level control structure.

Marine Fuel Terminal – Vitol Seaport Canaveral July 2009 – March 2010
Installation of 24" Steel Pipe Pile approximately 100' in length, construction of cast-in-place pier caps and installation of Seven fuel loading arms weighing over 60 tons each and designed to reach across the existing berthing wharf to transload fuel.

Sebastian River Bridge Replacement – Florida Department of Transportation October 2007 – September 2009
Phased removal and replacement of two existing US-1 bridges. The new bridges include 24" PC PS Concrete pile of up to 130' long, cast-in-place pier caps, AASHTO girders and a cast-in-place deck with slipformed traffic barriers. All work was successfully performed within Florida Outstanding Waters under close scrutiny from the St. John's Water Management District.

Emergency Bulkhead Replacement – Florida Department of Transportation September 2008 – October 2008
Replacement of compromised concrete sheetpile wall, tiebacks and construction of a cast-in-place concrete cap. Articulating pre-cast concrete mats were placed within the channel to protect the subaqueous electrical and communications cable crossings. The project was advertised on a Thursday, the job was bid and the Contract was executed on a Friday and the first Contract day was the next day, Saturday. The work was successfully completed two days early.

CCAFS Satellite Protection – United States Army Corps of Engineers February 2008 – April 2008
Driving of 18" PC PS Concrete Pile to provide a hurricane proof foundation system for satellite storage.

South Cargo Pier No. 2 Replacement – Canaveral Port Authority June 2006 – March 2008
Phased removal and replacement of the existing marginal wharf and bulkhead wall, including 18" PC PS Concrete Pile with lengths of nearly 120', cast-in-place pier caps, PC PS concrete deck slabs and a cast-in-place deck. Installation of AZ-18 steel sheet pile approximately 70' long, soil anchor tiebacks and a cast-in-place concrete cap. 2006 Negotiated \$3.5 million Emergency Work – Having identified subsidence behind the existing bulkhead wall, adjacent to the proposed construction, I notified the Client of the risk in writing and furnished an alternative solution with a request for structural investigation that was declined twice. Shortly thereafter, a tenants' 150 ton cargo crane nearly overturned into the port channel due to voids discovered underneath a wharf approach slab. I solely negotiated a fast track, design-build supplemental agreement of nearly \$3.5 million and successfully completed the work within the original allowable Contract time – South Cargo Pier No. 2 Replacement.

KSC LC39B Lighting Towers – National Aeronautics & Space Administration October 2007 – February 2008
Installation and capacity verification testing of 18" and 24" PC PS Concrete Pile approximately 70' in length to provide a suitable foundation system for the proposed Constellation rocket, intended to replace the Space Shuttle, lighting protection system towers. All project resources were delivered by barge to the vehicle assembly building turning basin and transported about a mile overland to the launch pad.

Deck Barge Stabilization & Cargo Salvage – Granite-Archer Western June 2007 – July 2007
Removal and disposal of approximately 1,500 tons of AASHTO girders damaged during an ocean transport tow. Worked closely with USCG, Canaveral Port Authority and the cargo insurance provider to develop a plan for removal and disposal without interruption to vessel traffic.

KSC VAB Test Pile Extraction – National Aeronautics & Space Administration March 2007 – April 2007
Extract steel pipe pile adjacent to high bay Space Shuttle vehicle assembly building in order to assess the current condition and capacity of the foundation system.



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Mobile No. 407-921-9282 - LiveFlyer@iCloud.com

North Wharf Rehabilitation – St. Lucia Air and Sea Ports Authority, BWI

July 2005 – June 2006

Design-build emergency stabilization of a failing 117 year old quay wall at Port Castries needed to restore cruise ship berthing after having been closed for the 2004 – 2005 season. Critical milestones including the installation of over 100 rock anchors to tie back the existing wall and competition of 4 mooring bollards before 2-Nov-05 when the first cruise liner arrived. The new bulkhead consisted of AZ-48 sheets nearly 100' long driven into bedrock and tied back with 100 more rock anchors.

2005 Emergency Contract – Due to funding issues, the Client had postponed the wharf replacement until the displacement of the existing quay caused the cruise ship captains to refuse berthing at the Port in Castries until the problem was corrected, which resulted in significant loss of revenue for the Client and jeopardized all existing cruise vessel Contracts making the project very political on a small banana republic island. While maintaining constant communications with high-level officials within the Government, I developed a plan and schedule to work seven days a week to restore berthing capability. The emergency work was completed two days ahead of schedule and the remaining work was successfully completed while working around frequent cruise ship berthings – SLASPA North Wharf Rehabilitation.

Thomas B. Manuel Bridge Replacement – Florida Turnpike Authority

October 2002 – July 2005

Project Engineer and Quality Control Manager for the design-build high level bridges over the St. Lucie Canal for the Florida Department of Transportation – Turnpike Enterprise. Design and construction of a new parallel bridge and deck replacement of the existing bridge. Scope includes the administration of an extended warranty for the bridge and approaches.

2002 FDOT QC2000 Pilot Project – Developed the first onsite AASHTO approved material testing lab with FDOT certified personnel to self perform all project acceptance testing – Thomas B. Manuel Design/Build Bridge.

2005 thru 2011 Warranty Program Administrator – I managed the extended warranty commitment for the project thru expiration of the one year typical and five year extended warranties – Thomas B. Manuel Design/Build Bridge.

Cargo Pier and RO/RO Ramp Rehabilitation – Georgetown, Grand Cayman

May 2003 – December 2003

Project Quality Control Engineer for the reconstruction and wharf extension at the Port Authority of the Cayman Islands, including the development and implementation of complex concrete mix designs to maintain excellent slump retention to achieve tremie placement and significant corrosion resistance while attaining high early strength for form stripping.

Broadway Bridge US 92 – Florida Department of Transportation

March 2000 – October 2002

Office and Field Engineer for the construction of a high-level, precast post-tensioned concrete segmental bridge erected in balanced cantilever. Broadway was a high profile bridge with many unique aesthetic features.

2003 FDOT & FTBA Florida's Best in Construction Award, Bridge Category – Broadway Bridge

Estimator in Heavy Civil Major Structures – Central Region, Florida

March 1999 - March 2000

Private and public project tenders ranging from \$1 to \$100 million dollars.

Estimator & Engineer in Heavy and Highway Construction – Central Region, Florida

January 1995 - March 1999

Private and public projects tenders ranging from \$1 to \$25 million dollars and new contract start up.

Dominquez Refinery – Carson, California

February 1993 - January 1995

Scheduling and Cost Engineer for the asbestos abatement and industrial dismantlement of a decommissioned 1,000 acre petro-chemical plant for Shell Oil Company.

Vandenberg Airport Runway Expansion – Tampa, Florida

August 1992 - February 1993

Field Engineer for the environmentally sensitive clearing, underground utilities and mitigation plantings needed to facilitate the construction of proposed Runway 5/23.



JL Arnold
Structural Engineers, Inc.

27-June-2019

Mr. John Ward
Live Flyer, Inc.
330 Coquina Ave
Ormond Beach, FL 32174

RE: Pedestrian Bridge Replacement
Holly Hill, FL
RFP #19-BG-14

JL Arnold Engineering, Inc. is pleased to present this letter of interest for the design-build project to replace an existing pedestrian bridge along Riverside Drive for the City of Holly Hill, FL. We focus on similar bridge design and construction projects and place a high priority to complete our projects on time and to minimize disruptions to the pedestrian traffic that utilizes the existing bridge during construction of the new bridge.

Our understanding of the project is that the existing bridge is 180 ft. long with a 8' - 0" width and parallels to Riverside Drive. The replacement bridge will have a similar length, width and alignment. The total contract time is 180 days from notice to proceed.

I have over 30 years of professional engineering working for large design consultants and contractors throughout the United states. In 2004, I have started my own engineering design practice principally as a Specialty Engineering practice to assist Contractors in the completion of FDOT bridge construction projects. Our staff is excited to assist Live Flyer for the successful competition of the Holly Hill replacement bridge.

Jeffrey L. Arnold, PE, SE
PE 49753 (FL)
Certificate of Authorization CA 25853



JEFFREY LEE ARNOLD, PE, SE

PO Box 179, St. Petersburg, FL 33731 ♦ (727) 409 9359

ENGINEERING PROFESSIONAL

Jeff Arnold, PE, SE is a highly skilled entrepreneur with more than 30 years of engineering experience in Public Works Projects for the Florida Department of Transport. Possesses exceptional technical skills with specialty in design, inspection and rehabilitation of bridge and incidental structures; proven ability to deliver projects on time and within agreed quality measures and budgets. Builds strategic partnerships, and successfully implements and oversees complex projects. A strong leader with excellent problem solving abilities.

PROFESSIONAL EXPERIENCE

JL ARNOLD ENGINEERING, INC., St. Petersburg, FL

Specialty Structural Engineer, 2004 - Present

- Principal Engineer and President responsible for all aspects of business management, hire and mentor staff, prepare project cost estimates with responsibility for the successful technical and financial completion of all projects.
- Responsible for the design of permanent bridges, temporary bridge works (formwork design, girder erection and bracing) with field inspections' to certify the temporary works conform to our plans, design of Contractor initiated bridge designs or constructed works not detailed on plans and analysis of contractor's constructed works not meeting FDOT Specifications.
- Establish and maintain relationships with existing and prospective clients to secure contracts.
- Complete projects within budget, quality measures and agreed timeframes.

Selected project examples include:

- **IMG Academy Bridge, Bradenton, FL:** The design of a timber pedestrian for the golf course.
- **SWFWMD, Hillsboro, Polk and Pasco Counties, FL:** the inspection and load rating of three glulam timber bridges.
- **Flatiron Construction Corp, Pinellas County, FL:** reconstruction of the John's Pass Bascule Bridge, SR 699 over John's Pass.
- **FTS-Flatiron, Tidewater Skanska, Tampa, FL:** reconstruction of the US60/Courtney Campbell interchange reconstruction.
- **Misener Marine Construction, Tampa, FL:** reconstruction of the SR1 (US 1) bridge replacement over the St. Sebastian River, and replacement of the Bay and River Drive Bridges over the Indian River, Vero Beach, Indian River County, FL
- **Prince Contracting, Hillsborough County, FL:** reconstruction of SR43 (US 301) over Little Bullfrog Creek and Tadpole Creek.
- **John Burgstiner, Sarasota, FL:** superstructure redesign for the Raymond Road over Lateral "CA" Canal Bridge Replacement, Bridge 174130, Sarasota County.

EC DRIVER & ASSOCIATES INC., Tampa, FL

Project Manager & Senior Bridge Engineer, February 1998 – December 2003

- Design and rehabilitation of bascule and fixed bridges throughout Florida for FDOT, County Public Works agencies and CSX Railroad.
- Prepared cost estimates and engaged with clients and contractors to discuss project requirements.
- Collaborated with key stakeholders and participated in public agency meetings to discuss project goals, construction schedules and the effect on the public.

Jeffrey Arnold, Page 2

Selected project examples include:

- **Royal Park Permanent Bridge, West Palm Beach, Florida:** Senior Bridge Engineer for the bascule pier's design and review of calculations for the approach spans segmental box girders and piers.
- **Royal Park Temporary Bridge, West Palm Beach, Florida:** Supervised construction engineering and inspection.
- **TriRail Double Track, Miami/Dade, Broward and Palm Beach Counties, Florida:** Reviewed design plans, calculations, specifications and shop drawings of the Design-Build Contractor for the Segment 5 and New River Bridge sections of Tri-Rail through Miami-Dade, Broward and Palm Beach Counties.
- **CSXT New River Bridge, Ft. Lauderdale, Florida:** Project Manager for the emergency inspection and repairs to structural and mechanical elements for this rolling leaf bascule bridge.
- **Thomas B. Manuel Bridge, Martin County, Florida:** Project manager for the rehabilitation of existing Thomas B. Manuel Bridge.
- **Longboat Pass Bridge Inspection and Rehabilitation, Manatee County, Florida:** Project Manager for the rehabilitation of the Longboat Pass Bascule Bridge.
- **Albee Road and Manasota Beach Road Inspection and Rehabilitation:** Senior Bridge Engineer for the inspection and preparation of structural plans to rehabilitate two bascule bridges.
- **Paradise Island Bridge Rehabilitation, Nassau, Bahamas:** Project manager for the rehabilitation of the existing Paradise Island Bridge.

Parsons Brinckerhoff, Inc., Multiple Offices throughout the USA

Project Manager, Senior Bridge Engineer & Lead Bridge Inspector, October 1986 – December 1997

- Design, rehabilitation and construction engineering & inspection of bascule and fixed bridges throughout Florida, California, Louisiana and Kentucky.
- Project Manager and Senior Bridge Engineer responsible for the inspection of over 300 highway and railroad bridge structures (including 20 major bridges and one historic suspension bridge) throughout Louisiana, Kentucky, Connecticut, Maryland, Virginia, Ohio, Washington DC and North Carolina.

Selected project examples include:

- **Mission Oaks Boulevard and Calleguas Creek Channel Improvement, Camarillo, CA:** Structural Representative for the construction of a new 3-span cast-in-place post tensioned concrete bridge over Calleguas Creek.
- **I-5/10 Seismic retrofit, Los Angeles, CA:** Assistant Structural Representative for the seismic retrofit of 7 bridge structures.
- **John A. Roebling Bridge over the Ohio River, Cincinnati, OH:** Senior Structural Engineer for the in-depth inspection and repair plans for the Ohio approach superstructure, the suspension span's floor system and bearings repairs, masonry repairs to the towers and anchorages, design of pedestrian stairways and construction inspection.
- **Boston Central Artery/Tunnel:** Lead structural engineer responsible for development of standardized bridge plans for the design and construction of temporary bridge structures.
- **Baltimore Central Light Rail Line, Baltimore, MD:** Senior Structural Engineer for the inspection, rehabilitation, and construction inspection of 24 railroad bridges.
- **South Capitol Street Bridge, Washington, D.C:** Project Manager for the mechanical and electrical facilities inspection of a 386-foot swing span bridge.
- **US 231 over the Ohio River, Owensboro, KY:** Senior: Structural Engineer for design and plan preparation of a bridge composed of cable-stayed main spans and steel plate girder and AASHTO I-beam approach spans.

Jeffrey Arnold, Page 3

Johnson Bros., Inc., New Orleans, LA, April 1986 – October 1986

Field Engineer for the construction of the east bank approach to the Greater New Orleans Bridge No. 2.

Modjeski & Masters, Inc., New Orleans, LA, July 1983 – April 1986

Field Engineer for the construction inspection of an intermodal facility for the CSX in New Orleans, for the inspection of 20 short, median and long span highway and railroad bridges throughout the US and for the repainting of the Greater New Orleans Bridge No. 1.

Traylor Bros., Inc., Gramercy, LA, July 1982 – June 1983

Field Engineer for the construction of the main river piers for a Mississippi River Bridge at Gramercy, LA.

EDUCATION

- **Master of Science in Civil Engineering (MSCE)**, University of New Orleans
- **Bachelor of Science in Civil Engineering (BSCE)**, University of Illinois

PROFESSIONAL REGISTRATIONS

Professional Engineering Registration:

Florida (0049753), California (C-057099), Louisiana (E-22792)

Structural Engineering Registration:

Illinois (081-005743)

**CRUM & FORSTER®**

A FAIRFAX COMPANY

May 29, 2019

RE: Live Flyer, Inc.- 330 Coquina Avenue, Ormond Beach, FL 32174

To Whom It May Concern:

Live Flyer, Inc. is a highly regarded and valued client of Surety Bond Professionals, Inc. and United States Fire Insurance Company. Surety Bond Professionals, Inc. and United States Fire Insurance Company are both very impressed with Live Flyer, Inc.'s experience and professionalism. Throughout their relationship, United States Fire Insurance Company has provided all of the surety bonds that Live Flyer, Inc. clients have requested.

With respect to Live Flyer, Inc.'s bonding needs, please be advised that United States Fire Insurance Company is willing to support individual projects with contract values approaching \$800,000 and corresponding backlogs approaching \$2,000,000.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds will be subject to a favorable underwriting review of project specifics, including contract terms, conditions, bond forms and verification of complete project financing by both Live Flyer, Inc. and United States Fire Insurance Company at the time a bond request is made by Live Flyer, Inc. to its Surety. Upon award of subject project, we are prepared to provide 100% performance and payment bonds on behalf of Live Flyer, Inc. We assume no liability to you or to third parties by issuance of this letter.

Surety Bond Professionals, Inc. and United States Fire Insurance Company strongly recommend Live Flyer, Inc. to you. Please feel free to contact this office at 781-559-0568 should you have any questions regarding the bonding capacity or technical ability of Live Flyer, Inc.

Sincerely,

Mark D. Leskanic
Attorney-in-Fact



Brown & Brown Marine
 A division of Brown & Brown of Florida, Inc.
 1201 West Cypress Creek Rd., Ste. 130
 Fort Lauderdale, FL 33309-2366
 Phone (954) 776-2222
 FAX (954) 776-4446

March 15, 2019

Live Flyer, Inc.
 330 Coquina Ave
 Ormond Beach, FL 32174

Policy Type:	Marine Package, Inland Marine, Commercial Auto
Policy Number:	ML201800002114, IM201800006075, AU201900016680
Insurance Company:	N.Y. Marine & General Insurance Company
Policy Term:	12/21/18 - 12/21/19, 12/21/18 - 12/21/19, 02/22/19 - 02/22/20

Dear John:

Enclosed please find your binders for the above captioned policies.

Your policies have been ordered and will be sent to you as soon as they are received. In the meantime, please accept these binders as proof of coverage.

I would like to take this opportunity to thank you for allowing us to provide for your insurance needs.

If you have any questions or concerns, or if I can be of further service to you, please feel free to give me a call.

Sincerely,

Sebastian Mordas

Sebastian Mordas
 Marine Account Manager
 Brown & Brown of Florida, Inc.
 Encl.



INSURANCE BINDER

OP ID: NQ

DATE (MM/DD/YYYY)

3/15/2019

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Brown & Brown Marine P.O. Box 5727 Fort Lauderdale, FL 33310-5727 Michael C. Boyer		COMPANY N.Y. Marine & General Ins Co+		BINDER # 1996 ML201800002114	
PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-493-9730		DATE EFFECTIVE TIME 12/21/18		EXPIRATION DATE TIME 12/21/19 12:01 AM	
CODE: AGENCY CUSTOMER ID: LIVEF-1		SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
INSURED Live Flyer, Inc. 330 Coquina Ave Ormand Beach FL 32174		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Marine contractor Marine Construction			

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC			
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Marine Package-see notes-	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 1,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE ☐ COLLISION: ☐ OTHER THAN COL:	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$
SPECIAL CONDITIONS/OTHER COVERAGES Hull P&I - \$1,000,000 Limits Spud Barge - \$385,000 Value			

NAME & ADDRESS		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
		LOAN #	
		AUTHORIZED REPRESENTATIVE Michael C. Boyer	

NOTES:

INSURED'S NAME Live Flyer, Inc.

LIVEF-1

PAGE 2

OP ID: NQ

DATE 3/15/2019

Marine General Liability -Per Project Limit - \$1,000,000, Claims Expense
 Limit Not Included Within the Aggregate Limit - \$1,000,000
 Bodily Injury & Property Damage Deductible-\$5,000 Per Occurrence

Hull and Machinery - Spud Bare, 2003, 80FT, Spud Barge, Hull Limit-\$100,000
 Endorsement 30 day coverage - Hull & P&I - \$100,000 Barge, \$100,000 Push
 Boat
 Hull Deductible-\$2,500

Protection & Indemnity included Marine Employers Liability - \$1,000,000
 Crew (2)
 Protection & Indemnity Deductible-\$5,000
 Marine Employers Liability Deductible-\$5,000

Coverage Extensions Additional Insured - Blanket Waiver of Subrogation,
 Extension, In Rem, Automatic Vessel/Equipment, Jones Act/Crew coverage
 provided



INSURANCE BINDER

OP ID: NQ

DATE (MM/DD/YYYY)

3/15/2019

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Brown & Brown Marine P.O. Box 5727 Fort Lauderdale, FL 33310-5727 Michael C. Boyer		COMPANY N.Y. Marine & General Ins Co+		BINDER # 1997 IM201800006075	
PHONE (A/C, No, Ext): 954-776-2222		FAX (A/C, No): 954-493-9730		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
CODE:		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Marine contractor	
AGENCY CUSTOMER ID: LIVEF-1		INSURED Live Flyer, Inc. 330 Coquina Ave Ormand Beach FL 32174			

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☒ SPEC ☒ Inland Marine-see notes-			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES ☐ COLLISION: ☐ OTHER THAN COL:		ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$
SPECIAL CONDITIONS/OTHER COVERAGES Inland Marine Coverage Limits: Blanket Equipment Coverage - \$180,000 max, any one piece Catastrophe Limit - \$265,000			

NAME & ADDRESS		MORTGAGEE		ADDITIONAL INSURED	
		LOSS PAYEE			
		LOAN #			
		AUTHORIZED REPRESENTATIVE Michael C. Boyer			

ACORD 75 (2004/09)

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE © ACORD CORPORATION 1993-2004

Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

NOTES:

INSURED'S NAME Live Flyer, Inc.

LIVEF-1

PAGE 2

OP ID: NQ

DATE 3/15/2019

Schedule of Covered Locations: 330 Coquina Ave, Ormond Beach, FL 32174

Coverage Extension & Limits: Additional Debris Removal Expenses \$25,000,
 Equipment Leased or Rented to Others \$50,000,
 Equipment Loaned to Others \$50,000, Fraud and Deceit \$50,000
 Supplemental Coverages & Limits: Construction Trailers \$10,000, Employee
 Tools \$10,000, Fire Department Service Charge \$25,000, Pollutant Cleanup and
 Removal \$25,000, Recharge of Fire Extinguishing Equipment \$10,000, Rental
 Reimbursement \$5,000, Reward for Recovery of Stolen Equipment \$1,000, Spare
 Parts & Fuel \$10,000, Equipment Leased or Rented From Others Limit \$200,000,
 Unscheduled/Miscellaneous Equipment Limit \$10,000-Maximum Any One Item
 Limit-\$1,000, Blanket Contractors Equipment Limit-\$55,000-Maximum Any One
 Item Limit-\$180,000, Catastrophe Limit-\$265,000, Waterborne Equipment List-
 \$265,000, Contractors Equipment Deductible-\$2,500
 Endorsement (30day coverage)-\$100,000 Crane including waterborne

Contractors Equipment Deductible-\$2,500



INSURANCE BINDER

OP ID: NQ

DATE (MM/DD/YYYY)

3/15/2019

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Brown & Brown Marine P.O. Box 5727 Fort Lauderdale, FL 33310-5727 Michael C. Boyer		COMPANY N.Y. Marine & General Ins Co+		BINDER # 2114	
PHONE (A/C, No, Ext): 954-776-2222		FAX (A/C, No): 954-493-9730		EXPIRATION DATE EFFECTIVE TIME DATE TIME 02/22/19 02/22/20 AM 12:01 AM PM NOON	
CODE:		SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: AUT2019-0000-XX	
AGENCY CUSTOMER ID: LIVEF-1		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Comm Auto Coverage 2017 Jeep Wrangler 1C4BJWEG2HL644723			
INSURED Live Flyer, Inc. 330 Coquina Ave Ormond Beach FL 32174					

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ 500000 \$ \$ \$ \$ 5000 \$ \$ 500000
AUTO PHYSICAL DAMAGE DEDUCTIBLE ☒ COLLISION: 500 ☒ OTHER THAN COL: 500	☐ ALL VEHICLES ☒ SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS	\$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$

NAME & ADDRESS

		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
		LOAN #	
		AUTHORIZED REPRESENTATIVE Michael C. Boyer	

ACORD 75 (2004/09)

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE © ACORD CORPORATION 1993-2004

Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

AGENCY CUSTOMER ID: 00059548



COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)
06/25/2019

AGENCY Northeast Underwriters, Inc.		CARRIER Hiscox Insurance Company	NAIC CODE
POLICY NUMBER 19-20 GL & PL	EFFECTIVE DATE 06/27/2019	APPLICANT / FIRST NAMED INSURED JL Arnold Engineering, Inc.	

IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy.
Read all provisions of the policy carefully.

COVERAGES		LIMITS	
☒ COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE \$ 2,000,000	PREMIUMS	
☐ CLAIMS MADE ☒ OCCURRENCE	LIMIT APPLIES PER: ☒ POLICY ☐ LOCATION	PREMISES/OPERATIONS	
☐ OWNER'S & CONTRACTOR'S PROTECTIVE	☐ PROJECT ☐ OTHER	PRODUCTS	
DEDUCTIBLES	PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 2,000,000	OTHER	
☐ PROPERTY DAMAGE \$	PERSONAL & ADVERTISING INJURY \$ 1,000,000	TOTAL	
☐ BODILY INJURY \$	EACH OCCURRENCE \$ 1,000,000		
☐ PER CLAIM PER OCCURRENCE ☒	DAMAGE TO RENTED PREMISES (each occurrence) \$ 50,000		
	MEDICAL EXPENSE (Any one person) \$ 10,000		
	EMPLOYEE BENEFITS \$		
	Professional Liability \$ 1,000,000		
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)			
Additional Insured Waiver of Subrogation			
APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:			
1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.			

SCHEDULE OF HAZARDS (ACORD 211, Schedule of Hazards, may be attached if more space is required)

LOC #	HAZ #	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM		
						PREM / OPS	PRODUCTS	PREM / OPS	PRODUCTS	
1		92663	P	16,700						
CLASSIFICATION DESCRIPTION Engineers or Architects-Consulting-not engaged in actual construction.										
LOC #	HAZ #	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	PREM / OPS	PRODUCTS	PREM / OPS	PRODUCTS	
CLASSIFICATION DESCRIPTION										
LOC #	HAZ #	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	PREM / OPS	PRODUCTS	PREM / OPS	PRODUCTS	
CLASSIFICATION DESCRIPTION										
RATING AND PREMIUM BASIS										
(S) GROSS SALES - PER \$1,000/SALES			(F) PAYROLL - PER \$1,000/PAY			(C) TOTAL COST - PER \$1,000/COST			(U) UNIT - PER UNIT	
			(A) AREA - PER 1,000/SQ FT			(M) ADMISSIONS - PER 1,000/ADM			(T) OTHER	

CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES	Y / N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

ACORD 126 (2016/09)

Attach to ACORD 125

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Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

AGENCY CUSTOMER ID: 00059548

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)					Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB- CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL- TIME STAFF:	# PART- TIME STAFF:	

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.						Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?						
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)						
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?						
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?						
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?						
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?						
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?						
8. PRODUCTS UNDER LABEL OF OTHERS?						
9. VENDORS COVERAGE REQUIRED?						
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?						

AGENCY CUSTOMER ID: 00059548

ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED					LOCATION:	BUILDING:
☐ EMPLOYEE AS LESSOR					ITEM CLASS:	ITEM:
☐ LENDER'S LOSS PAYABLE					ITEM DESCRIPTION	
☐ LIENHOLDER						
☐ LOSS PAYEE						
☐ MORTGAGEE	REFERENCE / LOAN #:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y/N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?				N
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?				N
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)				N
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?				N
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?				N
EQUIPMENT		TYPE OF EQUIPMENT		INSTRUCTION GIVEN (Y/N)
		SMALL TOOLS	LARGE EQUIPMENT	
		SMALL TOOLS	LARGE EQUIPMENT	
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?				N
7. ANY PARKING FACILITIES OWNED/RENTED?				N
8. IS A FEE CHARGED FOR PARKING?				N
9. RECREATION FACILITIES PROVIDED?				N
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):				
# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS		
11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)				N
☐ APPROVED FENCE ☐ LIMITED ACCESS ☐ DIVING BOARD ☐ SLIDE ☐ ABOVE GROUND ☐ IN GROUND ☐ LIFE GUARD				
12. ARE SOCIAL EVENTS SPONSORED?				N
13. ARE ATHLETIC TEAMS SPONSORED?				
TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP	TYPE OF SPORT	CONTACT SPORT (Y/N)
		☐ 13 - 18 ☐ 12 & UNDER ☐ OVER 18		☐ 13 - 18 ☐ 12 & UNDER ☐ OVER 18
EXTENT OF SPONSORSHIP:		EXTENT OF SPONSORSHIP:		
14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?				N
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?				N

AGENCY CUSTOMER ID: 00059548

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				N
LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				N
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				N
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				Y
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIGNATURE

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

AGENCY CUSTOMER ID: 00059548

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Northeast Underwriters, Inc.		NAMED INSURED JL Arnold Engineering, Inc.	
POLICY NUMBER 19-20 GL & PL			
CARRIER Hiscox Insurance Company	NAIC CODE		
		EFFECTIVE DATE: 06/27/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 126 FORM TITLE: Commercial General Liability Section: Other Coverages

Primary and NonContributory



**Administrative &
Contractual Services**

PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

Acting County Manager
Lorin L. Mock

Commissioners:

Mike Cella
District 1

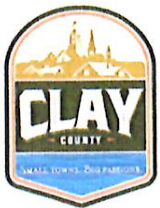
Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollins
District 4

Gayward F. Hendry
District 5

www.claycountygov.com



Monday, April 8, 2019

Mr. John Ward
Live Flyer Inc.
330 Coquina Ave.
Ormond Beach, FL 32174

Re: Letter of Appreciation and Recommendation

Mr. Ward,

It is my pleasure to provide you a letter of recommendation for future marine projects. Thank you for your professionalism and timely performance in removing several derelict vessels from the waterways of Clay County this past year.

Thank you for your motivation and quick performance in removal and disposal of several vessels that were aground and/or partially sunk. Your extensive knowledge and timely performance allowed us to meet grant removal deadlines and community commitments. It should also be noted that several residence shared their appreciation of your professionalism, kindness, and timely removal as well.

With your assistance, we were successful in reaching our goals of enhancing the environment and boater safety here in County. Please feel free to share this letter of recommendation with other agencies as well as my contact information for reference purposes. I look forward to working with you and your company on future projects.

Sincerely,

A handwritten signature in blue ink that reads "Karen Thomas".

Karen Thomas, CPPB, FCCN
Dir. Of Administrative and Contractual Services





November 13, 2018

Dear Sir or Madame,

Having enjoyed working with Mr. John Ward in the design and construction of marine deep foundation systems throughout Florida and the Caribbean since 1999, I highly recommend Mr. Ward as having extensive knowledge and skill in heavy civil marine construction.

John's ability to consistently overcome difficult and varied field conditions, as well as unexpected soil strata has been routinely demonstrated. Additionally, his resilience to create alternative solutions in order to achieve all project goals has been consistent.

Therefore, please consider this document my professional support and recommendation for John Ward within the field of marine construction. We look forward to working together in the future and please contact me for more information as needed.

Thank you,

Mohamad Hussein, P.E.
 V.P./GRL Engineers, Inc.
 8000 South Orange Ave., suite 225
 Orlando, Florida 32809
 Office phone: (407) 826-9539
 Cell phone: (407) 257-0934
www.GRLengineers.com



www.pile.com





JACOBS CH2M
 14000 Hollister Road
 Houston, TX 77060
 281.440.4000
www.jacobs.com

November 2, 2018

Mr. John Ward
 Live Flyer Inc.
 330 Coquina Avenue
 Ormond Beach, Florida
 32174

To Whom It May Concern:

Since 2004 I have had the pleasure of working with John Ward on marine construction projects at Port Canaveral. These projects included concrete and steel pile driving, bulkhead walls, monopile and multi-pile mooring dolphins, dredging, grouted tie-back anchors, and articulated grouted scour protection mats.

Throughout these projects, John demonstrated a thorough knowledge of marine construction, and I always found that the construction workers under John conducted their work in a professional manner. When unexpected challenges arose, John responded to each with timely solutions and a "can do" attitude.

It is without hesitation that I submit this letter of recommendation for John Ward. John's extensive experience, professionalism, and knowledge will allow him to build a highly competent marine construction company. I look forward to working with John again on future projects. If you require any further information, please do not hesitate to contact me.

Sincerely,

Gary D. Ledford, P.E.
 Project director





13-November-2018

Mr. John Ward
Live Flyer, Inc.
330 Coquina Avenue
Ormond Beach, FL 32174
(407) 921-9282

RE: Letter of Recommendation

To whom it may concern,

As John Ward has successfully demonstrated his knowledge, skill and desire to consistently achieve all project goals in the construction of several marine projects within Port Canaveral, it is my pleasure to recommend him for this classification of work.

His enthusiastic and optimistic attitude are contagious, which serve to motivate and energize project staff. Routinely, John has used resourcefulness and a "can do" attitude to overcome challenges and solve problems with creative planning and persistence.

I would not hesitate to have John on any of my marine projects. If you would like to further discuss his record and qualifications please contact me.

Thank you,

A handwritten signature in blue ink, appearing to read 'Tom Foxhoven', written over a light blue wavy background.

Tom Foxhoven
Project Director
Canaveral Port Authority
(321) 783-7831 x255



Port Canaveral
445 Challenger Road Suite 301 Cape Canaveral, Florida 32920 USA
321 783-7831 888 767 8826 www.portcanaveral.com



Complementing Your Every Move

Manoel Street, PO Box 651, Castries, Tel: (758) 457 6100, fax: (758) 457 6190, E-mail: info@slaspa.com www.slaspa.com

Friday, March 1, 2019

Live Flyer, Inc.
Attn: John Ward
330 Coquina Avenue
Ormond Beach, FL 32174
John@LiveFlyerInc.com
(407) 921-9282

TO WHOM IT MAY CONCERN

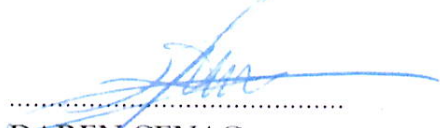
RE: Referral Letter (Proven Past Performance)

Regarding the Bulkhead Rehabilitation of the North Wharf in Castries, Saint Lucia BWI, John Ward successfully planned, procured and executed urgent soil anchor stabilization of the existing quay wall suffering significant deflection from plan location and thereby threatening, not just mooring of cruise vessels, but the retail tenants lining the wharf.

Having restrained the existing quay wall, constructed in the colonial era by the British, Mr. Ward furnished and installed hundreds of steel sheet piling, more than thirty meters in length, to establish a consistent and unyielding berthing line tied back to cast in place deadman and concrete encapsulation of the entire splash zone to enhance useful life.

The Saint Lucia Air and Sea Ports Authority (SLASPA) is pleased to report that all project goals were achieved; personnel safety, quality of the work performed, completion cost/schedule, while maintaining frequent vessel berthings within the active construction area. Therefore, we highly recommend Mr. Ward and please contact us as needed for any more clarification required.

Sincerely,
SAINT LUCIA AIR AND SEA PORTS AUTHORITY


DAREN CENAC
General Manager (Ag.)



REFERENCES FORM

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

1. Name of Company: FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC)
 Address: 620 SOUTH MERIDIAN ST, TALLAHASSEE, FL 32399-1600
 Point of Contact: RYAN MOREAU - FCCM
 Phone #: (850) 617-9547 Email address: RYAN.MOREAU@MYFWC.COM
 Service(s) Provided: FOUNDATION PILE DRIVING FOR FIXED MANATEE MARKERS & BUOYS
 Dates of Service: 22-JAN-2019 THRU 24-MAY-2019

2. Name of Company: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 477 HOUSTON ST, GREEN COVE SPRINGS, FL 32043
 Point of Contact: KAREN THOMAS - CPPB, FCCN
 Phone #: (904) 278-3735 Email address: KAREN.THOMAS@CLAYCOUNTYGOV.COM
 Service(s) Provided: DERELICT VESSEL REMOVAL IN ST. JOHN'S RIVER (41 FT MOTORYACHT)
 Dates of Service: 4-JANUARY-2019 TO 12-MARCH-2019

3. Name of Company: LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 2401 WOODLEA RD, TAVARES, FL 32778
 Point of Contact: CHRIS MACDONALD - CONSTRUCTION INSPECTOR II
 Phone #: (352) 742-3865 Email address: CMACDONALD@LAKECOUNTYFL.GOV
 Service(s) Provided: BLUEWAY WATERWAY MARKER CLEARING, INSPECTION & MAINTENANCE
 Dates of Service: 5-MARCH-2019 THRU 4-MARCH-2024

4. Name of Company: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 477 HOUSTON ST, GREEN COVE SPRINGS, FL 32043
 Point of Contact: KAREN THOMAS - CPPB, FCCN
 Phone #: (904) 278-3735 Email address: KAREN.THOMAS@CLAYCOUNTYGOV.COM
 Service(s) Provided: DERELICT VESSELS REMOVAL IN ST. JOHN'S RIVER
 (43 FT CABIN CRUISER & 32 FT SAILING SLOOP)
 Dates of Service: 17-DECEMBER-2018 THRU 31-DECEMBER-2018





1-July-2019

City Commission of the City of Holly Hill
 Attn: Mr. John McKinney - Finance Director
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Office No. (386) 248-9420
 eMail: Finance@HollyHillFL.org

Client Reference: Pedestrian Bridge Replacement - Design/Build (RFP No. 19-BG-14)

Our Reference: Offer Tab IV - Acceptance of Conditions (Project No. 190701)

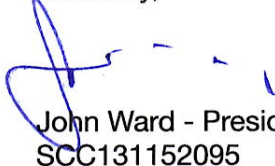
Dear Mr. McKinney,

While the design / builder, Live Flyer, Inc., takes no exception to the Request for Proposal, please review the Offer alternate(s) denoted in Tab VII - Price Proposal Form for possible alternates which the City of Holly Hill may consider for replacement of the existing pedestrian bridge structure.

However and please forgive if the tender documents were misunderstood, it appears as though the City of Holly Hill had solicited offers to restore or refurbish the existing aging structure. Live Flyer, Inc. hereby submits that the existing boardwalk pedestrian bridge is unsuitable for rehabilitation.

Therefore, Live Flyer, Inc. proposes bridge replacement in lieu of restoration. Thereby, no Offer has been furnished within the design / builders Proposal for the unlikely condition of repair. All option(s) provided to the City of Holly Hill represent complete removal and replacement of the structure.

Sincerely,



John Ward - President / COO
 SCC131152095



330 COQUINA AVENUE • ORMOND BEACH • FLORIDA • 32174
 (407) 921-9282 • LIVEFLYER@ICLOUD.COM

Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

WARD, JOHN V JR

LIVE FLYER, INC.
 330 COQUINA AVE
 ORMOND BEACH FL 32174

LICENSE NUMBER: SCC131152095

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ARNOLD, JEFFREY LEE

166 17TH AVENUE NE
ST PETERSBURG FL 33704

LICENSE NUMBER: PE49753

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

2018/ 2019

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



Account # 201811060001 Expires: September 30, 2019
Business Location: 330 COQUINA AVE

Business Name: LIVE FLYER, INC
Owner Name: ANN SCHWARTING
Mailing Address: 330 COQUINA AVE
ORMOND BEACH, FL 32174

REQ'D DOC #s: SCC131152095

BUSINESS TYPE	CODE	COUNT	TAX
Marine Contractor	301MA	2	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County 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: 11/09/2018
RECEIPT #: WWW-18-0003936
TOTAL TAX: 18.00
PENALTY: 0.00

TOTAL PAID: 18.00



Business Name: LIVE FLYER, INC
Owner Name: ANN SCHWARTING
Mailing Address: 330 COQUINA AVE
ORMOND BEACH, FL 32174



Account # 201811060001 Expires: September 30, 2019
Business Location: 330 COQUINA AVE

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

Certificate of Completion

John V. Ward

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

12/15/2020

37

Juan Morales

23911

Date Expires

FDOT Provider #

Instructor

Certificate #



ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com

**PROFESSIONAL SERVICES AGREEMENT
PEDESTRIAN BRIDGE REPLACEMENT
Request for Proposal (RFP) 19-BG-14**



THIS AGREEMENT is made and entered into this _____ day of August, 2019, by and between LIVE FLYER, INC., duly authorized to conduct business in the State of Florida and whose address is 330 COQUINA AVE, ORMOND BEACH, FL, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-14), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

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

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

For Contractor:
JOHN WARD, PRESIDENT (Name, Title)
LIVE FLYER, INC. (Company)
330 COQUINA AVE (Address)
ORMOND BEACH, FL 32174 (City, State, Zip)
(407) 921-9282 (Phone)

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

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

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

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

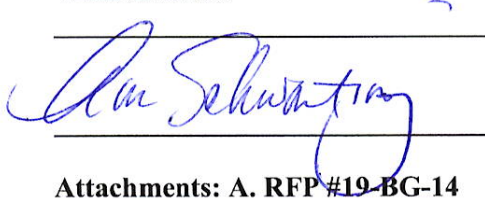
SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

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

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

WITNESSES:

WITNESSES:



Attachments: A. RFP #19-BG-14
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: LIVE FLYER, INC.

JOHN WARD _____, **PRESIDENT**

Dated: 1-JULY-2019

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

**ADDENDUM NUMBER 1
RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19-BG-14** for the above **PEDESTRIAN BRIDGE REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before July 1, 2019 to:

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

QUESTIONS AND ANSWERS

Q1. Is there a budget for this project?

A1. The anticipated range for the project is \$200,000 +/- \$50,000.

Q2. Is Errors and Omissions or Malpractice Insurance Coverage required?

A2. Yes, in the amount of \$1,000,000 per occurrence as stated on p. 25

Q3. The pedestrian bridge in this RFP , can you inform us of its width / length/ and material that is to be constructed of . Steel/ Aluminum / wood/ Concrete / Other.

A3. The bridge is 180' x 8'. The materials will be at the discretion of the bidder within the budget parameters posted above. Due to the proximity to the Halifax River, stainless steel hardware is recommended.



Signature acknowledges receipt and understanding of this addendum.



Name/Title
JOHN WARD - PRESIDENT & COO (LIVE FLYER, INC.)

1-JULY-2019

Date

RFP 19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT – Addendum No. 1

06/21/2019

PROPOSER CHECK LIST

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

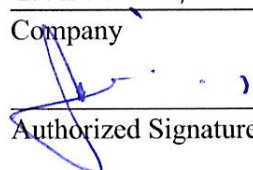
Proposer should check off each of the following items as the necessary action is completed:

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

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

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 19-BG-14**", Proposal Title "**PEDESTRIAN BRIDGE REPLACEMENT**" and Due Date "**July 1, 2019 @ 10:00 am**".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

LIVE FLYER, INC.	330 COQUINA AVE
Company	Address
	ORMOND BEACH, FL 32174
Authorized Signature	City, State, Zip Code
JOHN WARD - PRESIDENT & COO	(407) 921-9282
Printed Name & Title	Telephone No.
JOHN@LIVEFLYERINC.COM	NONE
Email	Fax No.

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

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

Address

City, State, Zip Code

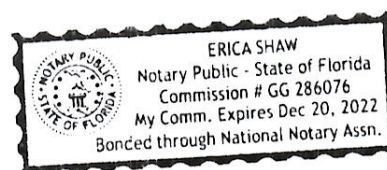
Telephone No.

Fax No.

City of ORMOND BEACH)

identification:

Notary Public



My Commission Expires: 12/20/2022

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
0% -	SJRWMD FORT DRUM MARSH WALKWAYS (S-252B & C)	\$ \$90,945.00
	(WORK ABOVE PLANNED TO BEGIN 27-JUN-2019 & END 10-JUL-2019)	\$
		\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - LIGNUMVITAE KEY SEAGRASS RESTORATION

OTHER INFORMATION ABOUT PROJECTS:

THE PROJECT ABOVE FOR THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT IS SIMILAR TO THE WORK PLANNED FOR THE CITY OF HOLLY HILL. WE PURPOSE TO FABRICATE THE SUPERSTRUCTURE IN ADVANCE OF THE FIELD WORK, IN ORDER TO MINIMIZE THE DURATION OF CONSTRUCTION AND THEREBY COMPRESS THE SCHEDULE FOR PROMPT COMPLETION OF THE STRUCTURE, ONCE FIELD WORK IS INITIATED.

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 0.00 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): SUNTRUST BANKS, INC.Surety/Underwriter: (if required) SURETY BOND PROFESSIONALS, INC.Other References: (Use additional sheets if necessary)
SEE ATTACHED TRADE REFERENCE DATA SHEET**TYPE OF FIRM:**

☒ Corporation/Years in Business: 5 YEARS If firm is a corporation, please list state in which it is incorporated: FLORIDA. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

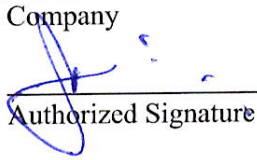
☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

LIVE FLYER, INC.

Company


Authorized SignatureJOHN WARD - PRESIDENT & COO

Printed Name & Title

JOHN@LIVEFLYERINC.COM

Email

330 COQUINA AVE

Address

ORMOND BEACH, FL 32174

City, State, Zip Code

(407) 921-9282

Telephone No.

NONE

Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-14 - "PEDESTRIAN BRIDGE REPLACEMENT"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-BG-14**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 1ST day of JULY, 2019 in the City of ORMOND BEACH, in the State of FLORIDA.

LIVE FLYER, INC.

Company

Authorized Signature

JOHN WARD - PRESIDENT & COO

Printed Name & Title

JOHN@LIVEFLYERINC.COM

Email

330 COQUINA AVE

Address

ORMOND BEACH, FL 32174

City, State, Zip Code

(407) 921-9282

Telephone No.

NONE

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

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

- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

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

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

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

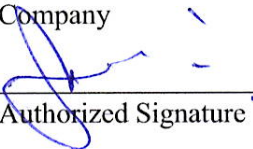
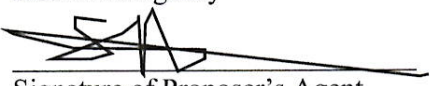
☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **PEDESTRIAN BRIDGE REPLACEMENT**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

<u>LIVE FLYER, INC.</u>	<u>330 COQUINA AVE</u>
Company	Address
	<u>ORMOND BEACH, FL 32174</u>
Authorized Signature	City, State, Zip Code
<u>JOHN WARD - PRESIDENT & COO</u>	<u>(407) 921-9282</u>
Printed Name & Title	Telephone No.
<u>JOHN@LIVEFLYERINC.COM</u>	<u>NONE</u>
Email	Fax No.
<u>Brown & Brown Mazrine</u>	
Insurance Agency	
	
Signature of Proposer's Agent	
<u>SEBASTIAN MORDAS</u>	
<u>SMORDAS@BBFTLAUD.COM</u>	
(954) 331-1380	

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

LIVE FLYER, INC.

Company

Authorized Signature

JOHN WARD - PRESIDENT & COO

Printed Name & Title

JOHN@LIVEFLYERINC.COM

Email

330 COQUINA AVE

Address

ORMOND BEACH, FL 32174

City, State, Zip Code

(407) 921-9282

Telephone No.

NONE

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDA

County of VOLUSIA

JOHN WARD, being first duly sworn, deposes and says that:

He/she is PRESIDENT of LIVE FLYER, INC., Proposer that has submitted the attached Qualification;

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

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

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

LIVE FLYER, INC.

Company

330 COQUINA AVE

Address

Authorized Signature

JOHN WARD - PRESIDENT & COO

Printed Name & Title

ORMOND BEACH, FL 32174

City, State, Zip Code

(407) 921-9282

Telephone No.

JOHN@LIVEFLYERINC.COM

Email

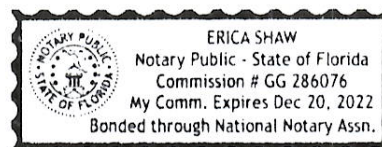
NONE

Fax No.

Subscribed and sworn to before me this 26 day of June, 2019.

Notary
Title

My Commission Expires: 12/30/22



ACKNOWLEDGEMENTS
RFP #19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT

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

From : Insert Information
 "Contractor"

The Contractor agrees to provide **PEDESTRIAN BRIDGE REPLACEMENT** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **PEDESTRIAN BRIDGE REPLACEMENT** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee **PEDESTRIAN BRIDGE REPLACEMENT** within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 1ST day of JULY, 2019
 (Month) (Year)



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

By: [Signature] / JOHN WARD
(Signature) (Print name)

Address: 330 COQUINA AVE, ORMOND BEACH, FL 32174

Telephone: (407) 921-9282 Fax: ()

Taxpayer Identification Number (TIN): 47-1045970

CORPORATION

By: [Signature] / JOHN WARD
(Signature) (Print name)

Address: 330 COQUINA AVE
ORMOND BEACH, FL 32174

Telephone: (407) 921-9282 Fax: ()

Taxpayer Identification Number (TIN/EIN): 47-1045970

State Under Which Corporation Was Chartered:
FLORIDA

Corporate President: JOHN WARD - PRESIDENT & COO
(Print Name)

Corporate Secretary: ANN SCHWARTING - SECRETARY & TREASURER
(Print Name)

Corporate Treasurer: ANN SCHWARTING - SECRETARY & TREASURER
(Print Name)

CORPORATE SEAL

Attest By: ANN SCHWARTING
Secretary

Signature: [Signature] Date: 1-JULY-2019



COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

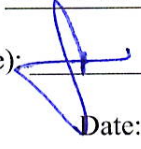
A provision that requires the contractor to comply with public records laws, specifically to:

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

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

Company Name: LIVE FLYER, INC.

Authorized representative (printed): JOHN WARD - PRESIDENT & COO

Authorized representative (signature):  _____

Project Number: **RFP 19-BG-14** Date: 1-JULY-2019

REFERENCES FORM

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

1. Name of Company: FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC)
 Address: 620 SOUTH MERIDIAN ST, TALLAHASSEE, FL 32399-1600
 Point of Contact: RYAN MOREAU - FCCM
 Phone #: (850) 617-9547 Email address: RYAN.MOREAU@MYFWC.COM
 Service(s) Provided: FOUNDATION PILE DRIVING FOR FIXED MANATEE MARKERS & BUOYS
 Dates of Service: 22-JAN-2019 THRU 24-MAY-2019

2. Name of Company: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 477 HOUSTON ST, GREEN COVE SPRINGS, FL 32043
 Point of Contact: KAREN THOMAS - CPPB, FCCN
 Phone #: (904) 278-3735 Email address: KAREN.THOMAS@CLAYCOUNTYGOV.COM
 Service(s) Provided: DERELICT VESSEL REMOVAL IN ST. JOHN'S RIVER (41 FT MOTORYACHT)
 Dates of Service: 4-JANUARY-2019 TO 12-MARCH-2019

3. Name of Company: LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 2401 WOODLEA RD, TAVARES, FL 32778
 Point of Contact: CHRIS MACDONALD - CONSTRUCTION INSPECTOR II
 Phone #: (352) 742-3865 Email address: CMACDONALD@LAKECOUNTYFL.GOV
 Service(s) Provided: BLUEWAY WATERWAY MARKER CLEARING, INSPECTION & MAINTENANCE
 Dates of Service: 5-MARCH-2019 THRU 4-MARCH-2024

4. Name of Company: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
 Address: 477 HOUSTON ST, GREEN COVE SPRINGS, FL 32043
 Point of Contact: KAREN THOMAS - CPPB, FCCN
 Phone #: (904) 278-3735 Email address: KAREN.THOMAS@CLAYCOUNTYGOV.COM
 Service(s) Provided: DERELICT VESSELS REMOVAL IN ST. JOHN'S RIVER
 (43 FT CABIN CRUISER & 32 FT SAILING SLOOP)
 Dates of Service: 17-DECEMBER-2018 THRU 31-DECEMBER-2018



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

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

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

by JOHN WARD - PRESIDENT & COO

(Print Individual's Name and Title)

for LIVE FLYER, INC.

(Print Name of Entity Submitting Sworn Statement)

whose business is MARINE CONSTRUCTION & SALVAGE

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1045970

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

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

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

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

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

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

Sworn and subscribed before me this 26 day of JUNE, 2019.

Personally known ☒ _____

OR produced identification _____

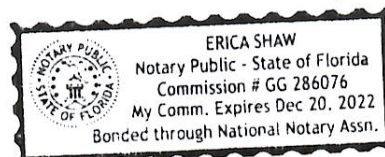
(Type of Identification)

(Signature)

Erica Shaw
(Notary)

Notary Public State of FLORIDA

My commission expires: 12/20/22



VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 47-1045970

Firm Name: LIVE FLYER, INC.

Mailing Address: 330 COQUINA AVE, ORMOND BEACH, FL 32174

Telephone No.: (407) 921-9282 Fax No.: NONE

Email Address: JOHN@LIVEFLYERINC.COM Web Address: http://live-flyer-inc.business.site/

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

Firm Name: IBID

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. John Ward	
2 Business name/disregarded entity name, if different from above Live Flyer, Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 330 Coquina Ave	Requester's name and address (optional)
6 City, state, and ZIP code Ormond Beach, FL 32174	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	7	-	1	0	4	5	9	7	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ► 23-May-2019
------------------	----------------------------	---------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

PROPOSAL PRICING FORM
RFP 19-BG-14
PEDESTRIAN BRIDGE REPLACEMENT

RFP Date: 1-JULY-2019

TO: The City of Holly Hill, Florida

FROM: LIVE FLYER, INC.

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

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

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

Total Fee Proposal \$ \$151,450.00

(One Hundred Fifty One Thousand, Four Hundred Fifty United States Dollars & No Cents)

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

Authorized Signature

JOHN WARD - PRESIDENT & COO

Printed Name & Title

LIVE FLYER, INC.

Company

1-JULY-2019

Date

330 COQUINA AVE

Address

ORMOND BEACH, FL 32174

City, State, Zip Code

(407) 921-9282

Telephone No.

JOHN@LIVEFLYERINC.COM

Email Address.



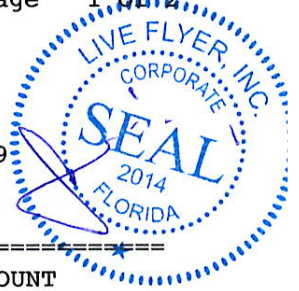
Date: 27-June-2019 12:03 pm

Page 1 of 2

P R O P O S A L

Project : PED-BRDG
 Description : Pedestrian Bridge
 Replacement Design
 Build & Permitting

Live Flyer, Inc.
 Bid Location: Holly Hill
 Bid date : 1-July-2019
 Contract# : 19-BG-14



ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
SECTION 001.....			
BASE BID (TIMBER PIERS & 6 FT WIDE BRIDGE) ==>			
19-BG-14-01.....	1.00 LS	5361.000	\$5,361.00
MOBILIZATION & DEMOBILIZATION			
19-BG-14-02.....	1.00 LS	3565.000	\$3,565.00
EROSION CONTROL MEASURES			
19-BG-14-03.....	1.00 LS	5909.000	\$5,909.00
MAINTENANCE OF TRAFFIC			
19-BG-14-04.....	1.00 LS	7398.000	\$7,398.00
REMOVE EXISTING STRUCTURE (CUT & ABANDON TIMBER PILE)			
19-BG-14-05.....	1.00 LS	2173.000	\$2,173.00
TREE PROTECTION & PRUNING			
19-BG-14-06.....	1.00 LS	21762.000	\$21,762.00
DESIGN & PROJECT PERMITTING			
19-BG-14-07.....	10.00 PIER	1960.000	\$19,600.00
SUBSTRUCTURE(TIMBER PILING) (PT SOUTHERN YELLOW PINE)			
19-BG-14-08.....	9.00 SPAN	8728.000	\$78,552.00
SUPERSTRUCTURE(6 FT WIDE) (PRE-FABRICATED ALUMINUM)			
19-BG-14-09.....	1.00 LS	7130.000	\$7,130.00
RESTORATION & FINAL CLEANUP			

 BASE BID (TIMBER PIERS & 6 FT WIDE PEDESTRIAN BRIDGE) ==> \$151,450.00

SECTION 002.....

ADDITIVE ALTERNATES(STEEL PIERS & 8 FT WIDE BRIDGE) ==>

19-BG-14-06-1.....	2.00 EA	1177.000	\$2,354.00
AESTHETICS(HOLLY HILL PLACARD)			
19-BG-14-07-1.....	10.00 PIER	3280.000	\$32,800.00
SUBSTRUCTURE(STEEL PILING) (EPOXY COATED 8HP36 H-PILE)			

Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

Date: 27-June-2019 12:03 pm

Page 2 of 2

P R O P O S A L

Project :PED-BRDG

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
19-BG-14-08-1..... SUPERSTRUCTURE(8 FT WIDE) (PRE-FABRICATED ALUMINUM)	9.00 SPAN	1594.000	\$14,346.00
ADDITIVE ALTERNATES (STEEL PIERS & 8 FT WIDE BRIDGE) ==>			\$49,500.00

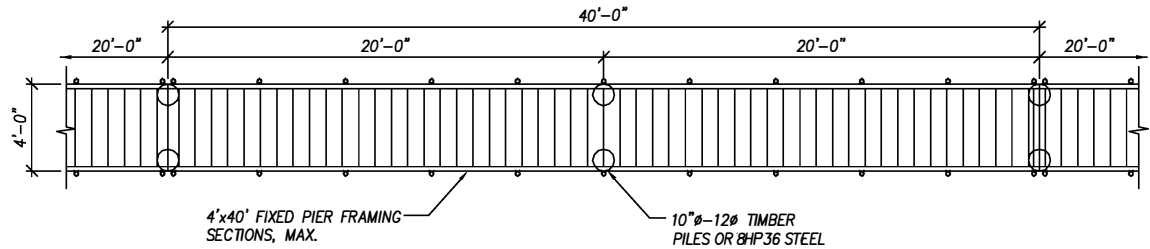
TOTAL BID: \$200,950.00

Live Flyer, Inc.
 Attn: John Ward
 330 Coquina Ave
 Ormond Beach, FL 32174
 (407) 921-9282
john@LiveFlyerInc.com

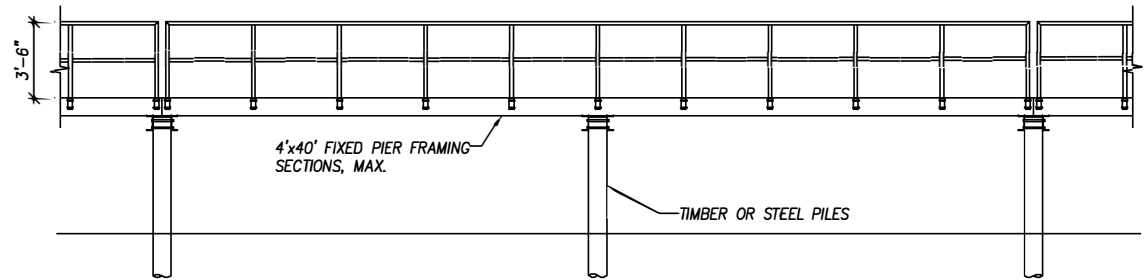


Attachment: Exhibit A 190701 - Pedestrian Bridge Replacement-Live Flyer, Inc. (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

- NOTES:
- 1. 50 PSF LIVE LOAD
 - 2. MAXIMUM L/240 DEFLECTION
 - 3. ALL ALUMINUM 6061-T6 FRAMING WITH MILL FRAMING
 - 4. ALL FASTENERS ASTM F593 TYPE 304 STAINLESS STEEL
 - 5. 100% MIG WELDED CONSTRUCTION WITH 5356 ALLOY FILLER
 - 6. ALL WELDS 3/16" FILLET, TYP. UNLESS NOTED OTHERWISE
 - 7. OPTIONAL TIMBER OR COMPOSITE DECKING AVAILABLE

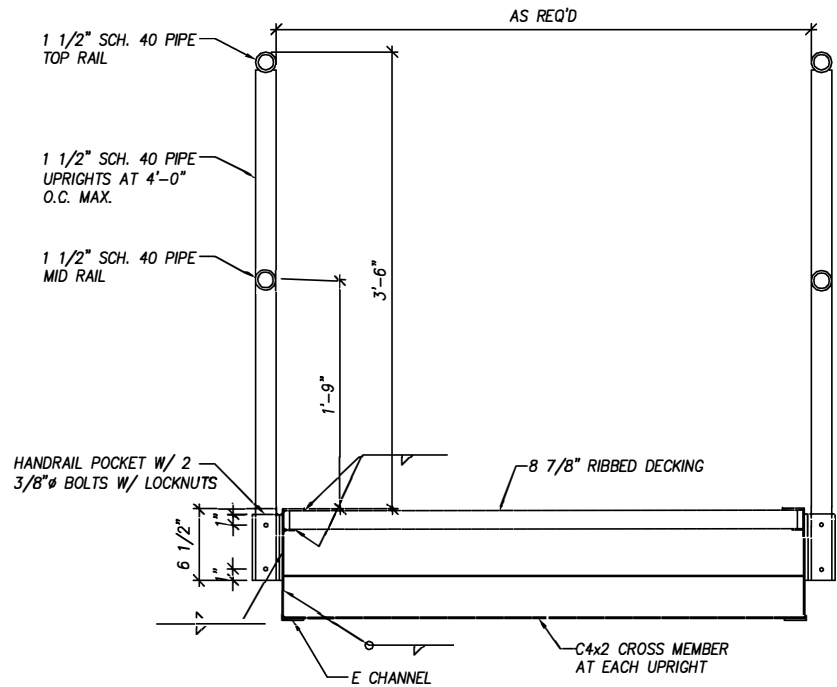


NEW FIXED PARTIAL PLAN
N.T.S.

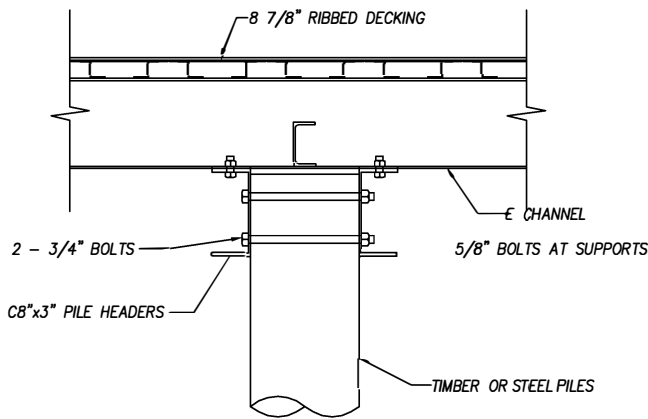


NEW FIXED PARTIAL ELEVATION
N.T.S.

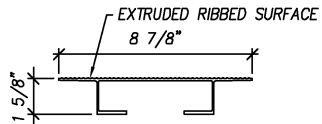
BASE OFFER = TIMBER PILING
ALTERNATE = STEEL PILING



TYPICAL FIXED PIER SECTION
SCALE 1 1/2" = 1'-0"



TYPICAL PILE HEADER SECTION
SCALE 3/4" = 1'-0"



8 7/8" RIBBED DECKING

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RAVENS MARINE INC.

3295 ORANGE AVENUE KISSIMMEE, FL
PHONE: 407-935-9799 FAX: 407-935-9436

CUSTOMER NAME:

FIXED PIER PLAN, ELEVATION & TYP DETAILS

DATE: 6/19/19 DWG NO.:



Request for Proposal

NUMBER
RFP #19-BG-14



Pedestrian Bridge Replacement

John McKinney, Finance Director

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide for a Pedestrian Bridge Replacement for the City of Holly Hill. Proposals will be received until **Monday July 1, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

RFP# 19-BG-14 "Pedestrian Bridge Replacement"

Services to be provided shall include, but not be limited to the following:

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to to repair/replace the existing pedestrian bridge on Riverside Drive east of the intersection with Peterson Court. This repair/replacement will require that the foot bridge be brought into current standards of building code and will require permitting from SJRWMD, Army Corps of Engineers, City of Holly Hill and all other appropriate agencies. A more detail Scope of Work can be found in Exhibit "A". The proposal are to be in accordance with the terms, conditions, and specifications stated herein.

- ☐ A pre-bid conference is not applicable for this solicitation.
- ☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday June 18, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

One (1) hard copy and One (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside:: **"RFP 19-BG-14 – Pedestrian Bridge Replacement."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

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1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **PEDESTRIAN BRIDGE REPLACEMENT** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for one hundred and eighty (180) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of , City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2016-2017 and in the City’s Annual Budget for fiscal year 2017-2018. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to John McKinney, Finance Director, and submit such questions in writing to finance@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only

official answer or position of the City will be the one stated in writing from finance@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

- ☐ A pre-bid conference is not applicable for this solicitation.
- ☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday June 18, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	June 3, 2019
Non-Mandatory Pre-Bid	June 18, 2019 - 10:00 am
Last Date for Receipt of Written Questions	June 24, 2019 – 10:00 am
Addendum Issued (If Applicable)	June 26, 2019
Proposal Opening Date	July 1, 2019 – 10:00 am
Evaluation Committee	July 8, 2019 – 10:00 am
Notice of Recommendation	July 10, 2019
City Commission Hearing Date	August 13, 2019

2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to to repair/replace the existing pedestrian bridge on Riverside Drive east of the intersection with Peterson Court. This repair/replacement will require that the foot bridge be brought into current standards of building code and will require permitting from SJRWMD, Army Corps of Engineers, City of Holly Hill and all other appropriate agencies. The proposal are to be in accordance with the terms, conditions, and specifications stated herein and attached in more detail in Exhibit “A”.

A) Contractor’s Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.
- 3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY:** Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 4) **HOURS OF OPERATION:** All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

B) City’s Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Facilities Supervisor as being the representative of the City in all matters regarding this solicitation.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for one hundred and eighty (180) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

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

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

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

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

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Contractor(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☐ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before **Monday July 1, 2019** to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copy and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

- b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI, Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in

anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Qualifications and previous commercial experience, including projects for local Cities in Florida.	35
Completeness of project approach – understanding of the project, proposed methodology, project schedule and limited disruptions.	30
Cost proposal	25
Warranties, service level agreements, liquidated damages	10
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

PROPOSER CHECK LIST

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

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

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

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

- ☐ The **mailing envelope must be sealed and marked** with Qualification Number “**RFP 19-BG-14**”, Proposal Title “**PEDESTRIAN BRIDGE REPLACEMENT**” and Due Date “**July 1, 2019 @ 10:00 am**”.
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
PEDESTRIAN BRIDGE REPLACEMENT
Request for Proposal (RFP) 19-BG-14**

THIS AGREEMENT is made and entered into this _____ day of August, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called “CONTRACTOR” and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-14), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

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

For City:

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

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

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

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

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

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

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

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

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

WITNESSES:

WITNESSES:

Attachments: A. RFP #19-BG-14
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

_____, _____

Dated: _____

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

CONFLICT OF INTEREST AFFIDAVIT

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☐ No

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

FEES:

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

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

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-14 - "PEDESTRIAN BRIDGE REPLACEMENT"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-BG-14**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **PEDESTRIAN BRIDGE REPLACEMENT**.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

- ☐ YES
☐ NO

 Company

 Address

 Authorized Signature

 City, State, Zip Code

 Printed Name & Title

 Telephone No.

 Email

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

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

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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

Title

My Commission Expires: _____

ACKNOWLEDGEMENTS
RFP #19-BG-14 PEDESTRIAN BRIDGE REPLACEMENT

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

From : Insert Information
“Contractor”

The Contractor agrees to provide **PEDESTRIAN BRIDGE REPLACEMENT** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **PEDESTRIAN BRIDGE REPLACEMENT** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

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

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

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

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

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

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: _____

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

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP 19-BG-14** Date: _____

REFERENCES FORM

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

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

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

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

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

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

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

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

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

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

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

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

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

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
RFP 19-BG-14
PEDESTRIAN BRIDGE REPLACEMENT

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: _____

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

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

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

Total Fee Proposal \$ _____

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

 Authorized Signature

 Address

 Printed Name & Title

 City, State, Zip Code

 Company

 Telephone No.

 Date

 Email Address.

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

Cut and use this label for Proposal Package

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

RFP #19-BG-14

PEDESTRIAN BRIDGE REPLACEMENT

OPENING DATE/TIME:
July 1, 2019
by 10:00 a.m.

Attachment: RFP 19-BG-14 Pedestrian Bridge Replacement.doc (2019-R-42 : RFP 19-BG-14 Pedestrian Bridge Replacement)



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

**City Commission
Agenda Item**

6.3

MEETING DATE: July 23, 2019
FROM: Steve Aldrich
SUBJECT: JAGD Grant 2017 2019-JAGD-VOLU-5-N3-047 Holly Hill Police
Unmanned Aircraft Systems (UAS)
NUMBER: (ID # 2577)
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has announced that the City of Holly Hill Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant - Direct Program (JAGD) for a total amount of \$5,199.00 towards the purchase of two Unmanned Arial Systems.

These funds will be utilized to purchase two remotely piloted drone aircraft and related support equipment, including FAA required training certificates.

This new equipment will enhance the Police Department's ability to conduct Traffic Homicide Crash Investigations, locate missing persons, and conduct rapid post-storm damage assessments.

FISCAL

ANALYSIS:

The total estimated cost of the purchase of two drones including support equipment, and FAA certification for seven UAS pilots is \$5,305.76.

The acceptance of the Edward Byrne (JAGD) for \$5,199.00 will leave the city with a difference of \$106.76, which will be funded from the Police Department's Operating Supplies budget (001-2110-521-5201).

STAFF

RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant - Direct Program(JAGD) of \$5,199.00, for the purchase of two Unmanned Aircraft Systems and FAA required training. (Contract #2019-JAGD-VOLU-5-N3-047)

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, 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:

Motion to accept the Edward Byrne Memorial Justice Assistance - Direct Program Grant for the purchase of two Unmanned Aircraft Systems and FAA required training and authorize the Mayor to execute the agreement.

- JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (PDF)
- JAGD Grant 2017 - Contract #2019-JAGD-VOLU-5-N3-047 - Mayor 's signature letter (PDF)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: HOLLY HILL POLICE UNMANNED AIRCRAFT SYSTEMS (UAS)
Subgrant Recipient: City of Holly Hill
Implementing Agency: Holly Hill Police Department
Project Start Date: 1/1/2019 **End Date:** 12/31/2019

Problem Identification

The City of Holly Hill is a river-coastal community located in East Central Florida and is approximately two miles away from the Atlantic Ocean. It's comprised of +/- four square miles with a permanent population of approximately 11,800 residents.

Although considered a small working class community, the City hosts three major arterial roadways, Nova Road, LPGA Boulevard and Ridgewood Avenue (U.S. Highway 1), linking the larger neighboring municipalities of Ormond Beach and Daytona Beach with tens of thousands of vehicles using these roadways daily. The commercial corridor encompasses Ridgewood Avenue (U.S.-1) which is one of the oldest highways on the eastern seaboard of the United States.

According to the Florida Department of Transportation 2018 Highway Safety Matrix, the City of Holly Hill ranked 21 out of 116 cities in Florida, with the same population size, for the period of 2011-2015 involving traffic crashes resulting in excessive speed and/or aggressive driving. According to the Insurance Information Institute, data collected from the National Highway Traffic Safety Administration (NHTSA) found that aggressive driving correlated with 56% of fatal crashes during 2003 through 2007. They also found that aggressive driving was the number one indicator in these related crashes.

The City of Holly Hill has also fought through several disasters including, but not limited to, the Wild Fires of 1998, Hurricanes Jean, France, and Charlie in 2004; an unnamed storm in 2009, and Hurricanes Matthew, and Irma in 2016 and 2017. These hurricanes and storms caused the river to rise flooding adjacent neighborhoods. Furthermore, the City has many low lying areas that are prone to flooding during nor'easters or other strong storms.

Without funding from this grant, the City will not be able to further enhance its life safety measures and good order in the community.

Project Summary (Scope of Work)

Funding from the grant will allow the purchase of two Unmanned Aerial Systems (UAS), storage cases, mounts, tablets, and FAA Certificates. The UAS program will allow the police department to enhance life safety measure of those requiring the need of first responders. Not only will the UAS program allow the police department to quickly and efficiently locate missing children, Alzheimer's patients and other endangered persons, it will allow the assessment of the city's critical infrastructure - allowing for quick assessment of damage, post storm mitigation - and the locating of victims trapped in otherwise inaccessible areas.

FAA Certificates are required to fly a drone under the FAA's Small UAS Rule (Part

Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - Direct

107). Grant funds will allow the Police Department to pay for 7 FAA Certificate fees, allowing 7 officers to be certified and made available to fly a drone during times of crisis. Additionally, the grant purchased tablets will allow these highly trained officers to increase their viewing and monitoring capabilities while the drone is in flight.

Upon being awarded the grant, the Chief of Police will place the grant on the city's agenda. The city commission will formally vote on the topic to accept the grant. This should be accomplished by the first or second quarter of the grant period. The equipment will be purchased using the city's credit card and items should be received by mid May 2019 or earlier. The drones will be immediately brought into service enhancing life safety measures for the citizens of Holly Hill.

Documentation of deliverables must be maintained by the sub-recipient and/or implementing agency and made available for monitoring. Examples of documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery./ receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the equipment to be purchased for this project.

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2 Project Overview

Section Questions:

- Question: What percentage of the total cost of this project is being funded by sources other than this award?
- Answer: 2
- Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)
- Answer: The City of Holly Hill
- Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?
- Answer: 11659
- Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.
- Answer: 1065 Ridgewood Avenue
Holly Hill, Florida 32117
- Question: Describe your agency (e.g., municipal government, school board, sheriff's office).
- Answer: Municipal government
- Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)
- Answer: Yes
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
- Answer: 1,000
- Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
- Answer: No
- Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
- Answer: No
- Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
- Answer: No
- Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Answer: N/A

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: Yes

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Not at this time.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Hosting Community Meetings - Monthly.
Attending Community Meetings - Monthly.
Distributing a newsletter, e-mail, or other bulletin - Quarterly.
Attending community events - Monthly.
Conducting Social Media Activities - Weekly.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

- Goal:** Volunteer Program, Police Cadet Program, K-12 School Programs, and Other - Neighborhood Watch.
- Measure:** General 11
Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.
- Goal:** 1. Enhancing public safety while respecting civil liberties.
- Measure:** General 12
Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?
- Goal:** Yes
- Measure:** General 13
Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).
- Goal:** No barriers are expected.
- Measure:** General 14
Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?
- Goal:** Yes
- Measure:** General 11b
What major activities are planned for each of your goals listed in question 11?
- Goal:** Conduct bi weekly missions with the UAS, i.e. search for missing children or elderly, and traffic reconstruction.
- Additionally, relating to civil liberties, any obtained video footage will be reviewed for possible privacy violations.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

- Objective:** Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.
- Measure:** Equipment 01
Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3 Performance

Goal: Yes

Objective: PSO-01 - UAV Reporting

Measure: PSO-01.01

Are you aware you will be required to report the date, time and location of all deployments on a quarterly basis?

Goal: Yes

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section #4 - Budget

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000337

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$1,443.00	\$0.00	\$1,443.00
Operating Capital Outlay	\$3,756.00	\$0.00	\$3,756.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$5,199.00	\$0.00	\$5,199.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section #4: BUDGET (cont.)

Budget Narrative:

Operating Capital Outlay

(2) Pro Drones \$1,878 each \$3,756.00

Expenses

(2) Pro Pelican Case \$72.99 each \$ 145.98

(2) Pro Mounts \$26.90 each \$ 53.80

(2) Tablets \$149.99 each \$ 299.98

(7) FAA Certificates (Test Fee) \$150.00 each \$ 1050.00

TOTAL \$5,305.76

Grant Contribution \$5,199.00

City Contribution \$ 106.76

The City of Holly will be responsible for all costs over the amount of the grant allocation.

Drone warranty is covered by the manufacture (DJI) and varies on each part. Warranties are included in the cost. Shipping is free on all items. Any changes in shipping will be paid for by the City of Holly Hill.

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)



Steve Aldrich <saldrich@hollyhillfl.org>

Fwd: Subaward #: 2019-JAGD-VOLU-5-N3-047

1 message

Jeff Miller <jmiller@hollyhillfl.org>
To: Steve Aldrich <saldrich@hollyhillfl.org>

Wed, Jul 3, 2019 at 11:04 AM

Sent from my iPhone

Begin forwarded message:

From: Criminal Justice <criminaljustice@fdle.state.fl.us>
Date: July 3, 2019 at 11:00:23 AM EDT
To: "jmckinney@hollyhillfl.org" <jmckinney@hollyhillfl.org>, "jmiller@hollyhillfl.org" <jmiller@hollyhillfl.org>
Cc: "Smith, Clyde" <ClydeSmith@fdle.state.fl.us>
Subject: Subaward #: 2019-JAGD-VOLU-5-N3-047

Dear Project Director and Chief Financial Officer (CFO):

We are pleased to inform you that your application for the 2017 Justice Assistance Grant – Direct Program (JAGD) is approved. You should receive a copy of your new award from the Florida Department of Law Enforcement, Office of Criminal Justice Grants (OCJG) via post-mail in the next few days. Within 30 days of your receipt of the award documents, the Chief Official for the Subgrantee Agency (i.e. unit of government) must sign and submit the Certificate of Acceptance to the Office of Criminal Justice Grants. A properly executed copy of the Certificate of Acceptance may be submitted electronically to criminaljustice@fdle.state.fl.us, or by post mail to P.O. Box 1489, Tallahassee, FL 32302-1489.

Additionally, the conditions of this subaward state, "All subgrant recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs Financial Guide and the JAGD program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations."

This email serves as notice that the conditions for this year's program have been revised. To assure continued compliance, please review the conditions thoroughly and share with all appropriate grant personnel before beginning your project, including any procurement processes. Failure to comply with the requirements outlined in the conditions may result in withholding of funds and/or unallowable costs.

If you have any questions, please contact the Office of Criminal Justice Grants at (850) 617-1250.

Sincerely,

Office of Criminal Justice Grants
Florida Department of Law Enforcement
(850) 617-1250

Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)

6.2017

Visit our website at: <http://www.fdle.state.fl.us/Grants/Home.aspx>



Attachment: JAGD Grant 2017 - Contract# 2019-JAGD-VOLU-5-N3-047 (2577 : JAGD Grant 2017)



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

July 3, 2019

Honorable Christopher Via
Mayor
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117-2807

Re: Contract No. 2019-JAGD-VOLU-5-N3-047

Dear Mayor Via:

The Florida Department of Law Enforcement is pleased to award to the City of Holly Hill a subgrant in the amount of \$5,199.00 for the project titled HOLLY HILL POLICE UNMANNED AIRCRAFT SYSTEMS (UAS). This subgrant is provided under the Edward Byrne Memorial Justice Assistance Grant (JAG) Direct Program and approved under Florida's state JAG award 2017-MU-BX-0187 from the United States Department of Justice. These funds shall be used for the purpose(s) identified in the enclosed subaward agreement.

This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

In order to meet the requirements of the Transparency Florida Act (215.985, F.S.), this agreement is provided to the Florida Accountability Contract Tracking System (FACTS). If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on requesting an exemption.

The enclosed Certificate of Acceptance is required to be completed and returned within thirty (30) calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and all associated terms and conditions. The Department is unable to reimburse any project expenditures until this certificate is received.

We look forward to working with you on this project. Please contact your grant manager at (850) 617-1250 if you have any questions or if we can be of further assistance.

Sincerely,

Rona Kay Cradit

Bureau Chief

RKC/am

Enclosures

Attachment: JAGD Grant 2017 - Contract #2019-JAGD-VOLU-5-N3-047 - Mayor's signature letter (2577 : JAGD Grant 2017)

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATE OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2019-JAGD-VOLU-5-N3-047, in the amount of \$5,199.00, for a project titled, HOLLY HILL POLICE UNMANNED AIRCRAFT SYSTEMS (UAS) , for the period of 01/01/2019 through 12/31/2019, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

SUPPLANTING: Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds which have been appropriated or allocated for the same purpose. Federal funds may also not be used to replace state or local funds required by law. In accepting this award the subrecipient certifies that it will not or has not supplanted with federal funds for the approved project.

PROCUREMENT STANDARDS: The subrecipient certifies all procurement transactions will comply with the subrecipient's procurement policy provided the policy is compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. In the event the subrecipient's procurement policy does not comply with the OMB procurement requirements, the subrecipient ensures all grant-related procurements will be conducted in a manner consistent with the federal standards.

CONFLICT OF INTEREST: Decisions related to use these grant funds must be free from undisclosed personal or organizational conflicts of interest, both in fact and in appearance. The subrecipient certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. 200.112, regarding conflict of interest, and will notify FDLE's Office of Criminal Justice Grants, in writing, of any potential conflicts of interest in accordance with this agreement. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery, or gratuity violations.

8 U.S.C. 1373: The subrecipient certifies the unit of government below is in, and will maintain throughout the life of this subaward, compliance with the conditions outlined in the subaward Standard Conditions, Section VII Compliance with 8 U.S.C. 1373. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of these conditions, and any credible evidence indicating a federally funded program or activity, at any tier, is subject to an "information communication restriction."

(Signature of Subgrantee's Authorized Official)

(Print Name and Title of Official)

(Name of Subgrantee)

(Date of Acceptance)

Attachment: JAGD Grant 2017 - Contract #2019-JAGD-VOLU-5-N3-047 - Mayor's signature letter (2577 : JAGD Grant 2017)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

7.1

MEETING DATE: July 23, 2019
FROM: Stella Gurnee
SUBJECT: Maximum Millage-Fiscal Year 2018-2019
NUMBER: (ID # 2614)
APPLICANT:
PLANNER:

DISCUSSION:

In conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, F.S., the City Commission must authorize advertisement of the maximum millage rate for the upcoming budget year. The current operating millage rate is \$6.5 per \$1,000 assessed taxable value is \$664,654,238. With the proposed rate preliminary ad valorem taxes for fiscal year 2020 would be \$4,104,241 at 95%. The current year rolled-back millage rate is 6.1047 per \$1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2019 would be \$3,859,471 at 95%.

In addition the City must establish public hearings dates within 35 days of the tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2020.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Establish Maximum Millage rate for Fiscal Year 2019-2020 and establish public hearing dates.

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:

For the City Commission to authorize the Holly Hill Operating Maximum Millage rate and to be advertised as part of the 2018 TRIM Notice and establish the budget hearing dates for Fiscal Year 2020 on September 9, 2019 at 7:00 pm and September 24, 2019 at 7:00 pm.

- TRIM DF420 DR420TIF DR420MM (PDF)



Reset Form

Print

7.1.a

DR-420
R. 5/17

CERTIFICATION OF TAXABLE VALUE

Rule 12D-16.
Florida Administrative Code
Effective 11

Year : 2019	County : VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority : HOLLY HILL OPERATING

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	599,395,933	(1)
2.	Current year taxable value of personal property for operating purposes	\$	61,699,553	(1)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	3,558,752	(1)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	664,654,238	(1)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	1,605,388	(1)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	663,048,850	(1)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	625,015,551	(1)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 1	(1)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(1)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge		
SIGN HERE	Signature of Property Appraiser:	Date :		
	Electronically Certified by Property Appraiser	6/21/2019 10:03 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	6.5000	per \$1,000	(1)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	4,062,601	(1)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	1,169,299	(1)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	2,893,302	(1)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	189,104,975	(1)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	473,943,875	(1)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	6.1047	per \$1000	(1)
17.	Current year proposed operating millage rate	6.5000	per \$1000	(1)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	4,320,253	(1)

Continued on page 2

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Attachment: TRIM DR-420 DR-420TIF DR-420MM (2614 : Maximum Millage-Fiscal Year 2018-2019)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(1)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(2)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 2,893,302	(2)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			6.1047 per \$1,000	(2)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 4,057,515	(2)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 4,320,253	(2)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			6.5000 per \$1,000	(2)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			6.48 %	(2)
First public budget hearing		Date :	Time :	Place :	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Joe Forte, City Manager		Stella Gurnee, Finance Director		
	Mailing Address :		Physical Address :		
1065 Ridgewood Ave		1065 Ridgewood Ave			
City, State, Zip :		Phone Number :		Fax Number :	
Holly Hill, FL 32117		386-248-9426		386-248-9458	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

7.1.a

R. 5/12
Page 3

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 day of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403(3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

7.1.a

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/17

Rule 12D-16.

Florida Administrative Code

Effective 11

Year: 2019		County: VOLUSIA	
Principal Authority : HOLLY HILL		Taxing Authority: HOLLY HILL OPERATING	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	6.1047	per \$1,000
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	12.1222	per \$1,000
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	6.5000	per \$1,000
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	625,015,551
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	7,576,564
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	1,169,299
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$	6,407,265
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	473,943,875
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	13.5190	per \$1,000
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	13.5190	per \$1,000
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)		1.0339
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	13.9773	per \$1,000
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	15.3750	per \$1,000
15.	Current year proposed millage rate	6.5000	per \$1,000
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	13.9773	per \$1,000
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$	664,654,238

Continued on page 2

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Attachment: TRIM DF420 DR420TIF DR420MM (2614 : Maximum Millage-Fiscal Year 2018-2019)

Taxing Authority : HOLLY HILL OPERATING		7.1.a R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 4,320,253	(1)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 9,290,072	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 4,320,253	(2)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 9,290,072	(2)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(2)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : Joe Forte, City Manager	Contact Name and Contact Title : Stella Gurnee, Finance Director	
	Mailing Address : 1065 Ridgewood Ave	Physical Address : 1065 Ridgewood Ave	
	City, State, Zip : Holly Hill, FL 32117	Phone Number : 386-248-9426	Fax Number : 386-248-9458

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Attachment: TRIM DF420 DR420TIF DR420MM (2614 : Maximum Millage-Fiscal Year 2018-2019)

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

7.1.a

R. 5/12
Paç

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

Attachment: TRIM DF420 DR420TIF DR420MM (2614 : Maximum Millage-Fiscal Year 2018-2019)

All TRIM forms for taxing authorities are available on our website at

<http://floridarevenue.com/property/Pages/Forms.aspx>



Reset Form

Print Form

7.1.a

Rule 12D-16.002

Florida Administrative Code

Effective 11

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2019	County : VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority : HOLLY HILL OPERATING
Community Redevelopment Area : Holly Hill	Base Year : 1995

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	287,400,087	(
2.	Base year taxable value in the tax increment area	\$	88,342,219	(
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	199,057,868	(
4.	Prior year Final taxable value in the tax increment area	\$	277,702,386	(
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	189,360,167	(

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge	
	Signature of Property Appraiser :		Date :
	Electronically Certified by Property Appraiser		6/21/2019 10:03 AM

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	189,104,975	(6
6c.	Amount of payment to redevelopment trust fund in prior year	\$	1,169,299	(6
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge		
	Signature of Chief Administrative Officer :		Date :	
	Title : Joe Forte, City Manager		Contact Name and Contact Title : Stella Gurnee, Finance Director	
	Mailing Address : 1065 Ridgewood Ave		Physical Address : 1065 Ridgewood Ave	
	City, State, Zip : Holly Hill, FL 32117		Phone Number : 386-248-9426	Fax Number : 386-248-9458

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

All TRIM forms for taxing authorities are available on our website at

<http://dor.myflorida.com/dor/property/trim>



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

7.2

MEETING DATE: July 23, 2019
FROM: Stella Gurnee
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-125, Section 70-276, and Section 70-277 of the Holly Hill Code of Ordinance to Change Rates and Methodology of Charging Water and Sewer Fees; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2019-O-3018
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission of the City of Holly Hill contracted Stantec to perform a water and sewer rate study. This agreement was signed June 27, 2018. The City Commission has reviewed the Water and Sewer rate study conducted by Stantec, which is attached to this agenda item. The principal objectives or components of the Study were as follows:

Revenue Sufficiency Analysis - Develop a multi-year financial plan for the City's water and sewer systems that will determine the level of annual revenue required to satisfy projected annual operating and capital cost requirements as well as maintain adequate reserves.

Cost of Service Allocations - Complete cost of service allocations by reviewing test year revenue requirements, assessing billing determinants, and allocating revenue requirements to water and sewer systems.

Rate Structure Analysis - Review the City's existing rate structure and develop modifications, as appropriate, to ensure that the City's rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives.

On April 9, 2019 and April 23, 2019, Stantec met with City Commission for a work session to discuss potential modifications to the Holly Hill Water and Sewer Utility rates as well as future revenue requirement needs. The findings of the study determined the rate increases projected to provide sufficient funds for operations and infrastructure spending. Note, the City's water and sewer utilizes enterprise fund operations. The Enterprise Funds are separate from the City's General Fund activities such as parks, streets, public safety, etc. Enterprise fund operations are designed to operate like a business with fees and charges, they are set at a sufficient rate to cover the operating and capital infrastructure costs necessary to manage the water and sewer facilities. The water and sewer enterprise funds face a critical cash flow shortage that will challenge the system's ability to meet its capital requirements. The rate revenue is currently not sufficient to meet operations and capital expenses. The City, its staff, and its customers are collectively responsible for generating sufficient revenues to operate, maintain, and safeguard the important

water system infrastructure that is essential to support the health and safety of our community.

FISCAL**ANALYSIS:**

The study outlines a rate structure that is designed to satisfy projected annual operating and capital costs while maintaining adequate reserves. City Staff has provided significant review and input into the Stantec and recommendations over the past several months.

It is recommended to increase water and sewer rates by 5.5% in FY 2020-2025. A full review of the proposed water rate changes are presented in the attachments.

A Resolution reflecting the new rates will be provided at the public hearing meeting on August 13, 2019.

STAFF RECOMMENDATION:

Accept the report as provided by Stantec and approve the Ordinance as submitted by staff.

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:

APPROVE THE FIRST READING OF ORDINANCE 3018, AMENDING SECTION 70-125, SECTION 70-276, AND SECTION 70-277 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE RATES AND METHODOLOGY FOR CHARGING WATER AND SEWER FEES.

ATTACHMENTS:

- Holly Hill utility rate study draft report (2) (PDF)

Ordinance No. 2019-3018**FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-125, SECTION 70-276, AND SECTION 70-277 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE RATES AND METHODOLOGY OF CHARGING WATER AND SEWER FEES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE IV "WATER SYSTEM" DIVISION 2 "EXTENSIONS, DEPOSITS AND CHARGES" SECTION 70-125 "USAGE CHARGES GENERALLY" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW SECTION CHAPTER 70 "UTILITIES" ARTICLE IV "WATER SYSTEM" DIVISION 2 "EXTENSIONS, DEPOSITS AND CHARGES" SECTION 70-125 "USAGE CHARGES GENERALLY"; REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE V "SEWER AND SEWAGE DISPOSAL" DIVISION 17 "SEWER SERVICE CHARGES" SECTION 70-276 "ESTABLISHMENT" AND SECTION 70-277 "ESTABLISHMENT" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW CHAPTER 70, "UTILITIES" ARTICLE V "SEWER AND SEWAGE DISPOSAL" DIVISION 17 "SEWER SERVICE CHARGES" SECTION 70-276 "ESTABLISHMENT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill deems it in the best interest of the City of Holly Hill to revise its Water system usage charges by the repeal of its current Chapter 70 "Utilities", Article IV "Water System", Division 2 "Extensions", Section 70-125 "Usage charges generally", of the City's Utilities Code, and replacing it with a new Chapter 70 "Utilities" Division 2 "Extensions", Article IV "Water System", Section 70-125 "Usage charges generally"; and

WHEREAS, the City of Holly Hill deems it in the best interest of the City of

Holly Hill to revise its Sewer system usage charges by the repeal of its current Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment”; and

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Utilities Code; and

WHEREAS, by providing for provisions that the usage charges be adopted by meter size, the fee schedule will conform to currently accepted national and local industry standards, increases equity among customer classes, enhances affordability to low volume users, promote resource conservation and improve the ease of understanding; and

WHEREAS, the revised Chapter 70, “Utilities”, includes adopted reference that the usage fee structure for Utilities will be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees responsible to the city commission; and

WHEREAS, the City Commission of the City of Holly Hill, Florida finds that the revised Chapter 70, “Utilities” maintains a sound and sustainable financial plan for the city.

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

SECTION 1. Legislative Findings and Intent. Chapter 70 “Utilities”, Article IV “Water System”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally”, is hereby amended by repealing the existing Chapter 70 “Utilities”, Article IV “Water System”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally”; to read as follows:

Sec. 70-125 Usage charges generally

(a) Monthly use rate and other charges. City water customers will be charged monthly base, volume, renewal and replacement and other charges as set forth by the City Commission in the following subsections:

(1) Base charges. The base charges, determined by meter size, customer category (single-family

- residential, multifamily residential unit, and non-residential) and number of occupancy units shall be established by resolution of the City Commission.
- (2) Volume charges. Volume charges, determined by gallons used (per thousand gallons) and customer category (single-family residential, multifamily residential unit, and non-residential) shall be established by resolution of the City Commission.
- (3) Renewal and replacement fee. The renewal and replacement fee shall be determined by the number of occupancy units served by the potable water meter installed at the location and shall be established by resolution of the City Commission.
- (4) Other charges. The city commission shall establish by resolution the charges for collection administrative, meter bench test, connection charges, meter deposits, service charges, method of billing and any other fees and charges required by this article.
- (b) In the case of multiple occupancy units served by a single meter, each occupancy unit shall be considered a separate customer for purposes of establishing a minimum monthly base charge and a renewal and replacement fee. As used herein, an occupancy unit shall be defined as a structure, or separated part of a structure, with plumbing connections sufficient to enable the occupant to obtain potable water from, or return waste to, the municipal water and sanitary sewer system. Each connection, either individual outlet or individual return or combination thereof, shall be treated as a separate occupancy unit unless the occupant can demonstrate that the actual use of the multiple connections within a given structure are under the exclusive control of a single person. In case a meter is installed in the potable water connection to each individual occupancy unit, each monthly bill for water furnished to such unit shall be based on the above-mentioned minimum monthly base fee and shall include the renewal and replacement fee. In case a single meter is installed in the water connection to two or more such units, each monthly bill for water furnished shall be rendered for an amount not less than the above minimum monthly bill for each occupancy unit served, together with the above-mentioned volume charges for water plus the renewal and replacement fee per unit. This multiple unit provision shall apply to users of the potable water system..
- (c) The monthly potable water base charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (renewal and replacement fee) shall be levied in the amount as provided and established by resolution of the City Commission.
- (d) Residents of the City of Ormond Beach shall be charged the same rate as residents of the City of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.
- (e) Effective October 1, 2019, and on October 1 of each subsequent year for five years, the potable water usage charges (base rate, and volume charges) shall be increased by a percentage equal to 5.5%.
- (f) In addition to the adjustment provided in subsection (e) above, the City Commission may review the potable water rates as appropriate and adjust the potable water rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.
- (g) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the water system, it shall pay for the use of such services and facilities at the established rates, and all water used by the city for municipal purposes shall be measured by meter, and the water service charges paid by the city.

SECTION 2. Legislative Findings and Intent. Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment”, of the City’s Utilities Code, is hereby amended by repealing Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division

17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment” and replacing it with a new Chapter 70 “Utilities” Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” , Section 70-126 “Establishment”; to read as follows:

DIVISION 17. - SEWER SERVICE CHARGES^[8]

Sec. 70-276. - Establishment.

(a) Monthly use rate and other charges. City sewer customers will be charged monthly base, volume, renewal and replacement and other charges as set forth by the City Commission in the following subsections:

(1) Base charges. The base charges, determined by meter size, customer category (single-family residential, multifamily residential unit, and non-residential) and number of occupancy units shall be established by resolution of the City Commission.

(2) Volume charges. Volume charges, determined by gallons of water used (per thousand gallons) and customer category (single-family residential, multifamily residential unit, and non-residential) shall be established by resolution of the City Commission.

(3) Renewal and replacement fee. The renewal and replacement fee shall be determined by the number of occupancy units served by the potable water meter installed at the location and shall be established by resolution of the City Commission.

(4) The rate charged by the city for high volume water users, purchasers of over 100,000 gallons of water per month, shall be determined based on the following formula:

(a) For the first 100,000 gallons of water purchased per month the current sewer rate will be applied to the number of gallons of water purchased to determine the sewer charge:

(b) If a user purchases more than 100,000 gallons of water per month, the current sewer rate will be applied to only the number of gallons of sewage actually returned for treatment:

(c) The difference between the number of gallons of water purchased each month and the number of gallons of sewage returned for treatment each month for high volume water purchasers (in excess of 100,000 gallons per month) shall be charged a rate equal to 20 percent of the current sewer rate, provided, however, that in no event shall the total monthly charge for sewer service be less than 60 percent of the charges which would have been incurred by non high-volume waterpurchasers.

(d) subsection (3) of this subsection, such owner, tenant or occupant shall install a city approved meter so that the amount of sewage flow can be determined. This meter shall be calibrated annually to insure the accuracy of the readings. All costs associated with the installation and calibration are the responsibility of owner, tenant or occupant. The owner, tenant or occupant shall enter into an agreement with the city which shall include the above- described responsibilities of the owner, tenant or occupant.

(5) Other charges. The City Commission shall establish by resolution the charges for collection administrative, meter bench test, connection charges, meter deposits, service charges, method

(b) Occupancy unit for the purpose of sewer charges shall be defined in the same manner as occupancy unit for water usage shown in Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally” (b).

(c) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the sewer system, it shall pay for the use of such services and facilities at the established

rates, and all water used by the city for municipal purposes (other than water which does not enter the sewer system of the city) shall be measured by meter, and the sewer service charges paid by the city.

- (d) The monthly sewer service charges (base and renewal and replacement) shall not be suspended during vacation periods or such periods of time that a property is vacated.
- (e) Residents of the City of Ormond Beach shall be charged the same rate as residents of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.
- (f) Effective October 1, 2019, and on October 1 of each subsequent year for five years, the sewer usage charges (base rate and volume charges) shall be increased by a percentage equal to 5.5%.
- (g) In addition to the adjustment provided in subsection (e) above, the city commission may review the sewer rates as appropriate and adjust the sewer rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.
- (h) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the sewer system, it shall pay for the use of such services and facilities at the established rates, and all sewer used by the city for municipal purposes shall be measured by water meter, and the water charges paid by the city.

Sec. 70-276. - Reserved.

State Law reference- User fees authorized, F.S. § 166.201.

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

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall become effective October 1, 2019.

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019 for first reading.



City of Holly Hill, FL

Water and Sewer Rate Study – Draft Report

July 2, 2019





July 2, 2019

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

Re: Water and Sewer Rate
Study –Draft Report

Dear Mr. Forte,

Stantec Consulting Services Inc. is pleased to present this Draft Report of the Water and Sewer Rate Study (Study) that we performed for the City of Holly Hill, Florida (City). We appreciate the fine assistance provided by you and all of the members of the City staff who participated in this Study.

If you or others at the City have any questions, please do not hesitate to call me at (904) 247-0787 or email me at michael.burton@stantec.com. We appreciate the opportunity to be of service to the City and look forward to working with you again in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Burton".

Michael Burton
Vice President Financial Services

4651 Salisbury Road, Suite 350
Jacksonville, Florida 32256
(904) 247-0787
michael.burton@stantec.com

Enclosure

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1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

This Executive Summary presents an overview of the results of the Water and Sewer Rate Study (Study) that was conducted for the water and sewer systems of the City of Holly Hill (City or Utility) by Stantec.

1.2 OBJECTIVES

The principal objectives or components of this Study are as follows:

Revenue Sufficiency Analysis – Develop a multi-year financial plan for the City's water and sewer systems that will determine the level of annual revenue required to satisfy projected annual operating and capital cost requirements as well as maintain adequate reserves.

Cost of Service Allocations – Complete cost of service allocations by reviewing test year revenue requirements, assessing billing determinants, and allocating revenue requirements to water and sewer systems.

Rate Structure Analysis – Review the City's existing rate structure and develop modifications, as appropriate, to ensure that the City's rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives.

1.3 REVENUE SUFFICIENCY ANALYSIS

Working with City staff, Stantec evaluated the sufficiency of the City's revenues to meet all of its current and projected financial requirements over a 10-year projection period (FY 2019 – FY 2028) and determined the level of rate revenue adjustments necessary in each year of the projection period to provide sufficient revenues to fund all of the Utility's cost requirements. We thoroughly discussed the base data and assumptions of the analysis with City staff and reviewed several alternative rate adjustment scenarios for the Utility. Through this process we identified the plan of annual water and sewer rate adjustments.

The recommended rate revenue adjustments are based upon the revenue and expense information, beginning balances, and assumptions as described in Section 2 of this report. Appendix A includes detailed schedules presenting all components of the financial plan.

Based on our analysis, current water and sewer rate revenue are not sufficient to cover operating and capital costs through the Study period. The five-year rate revenue adjustment plan for the water and sewer systems is presented in the following table. In FY 2019 the City implemented a rate increase of 3.0% in water and sewer rates.

Table 1.1 Revenue Adjustments

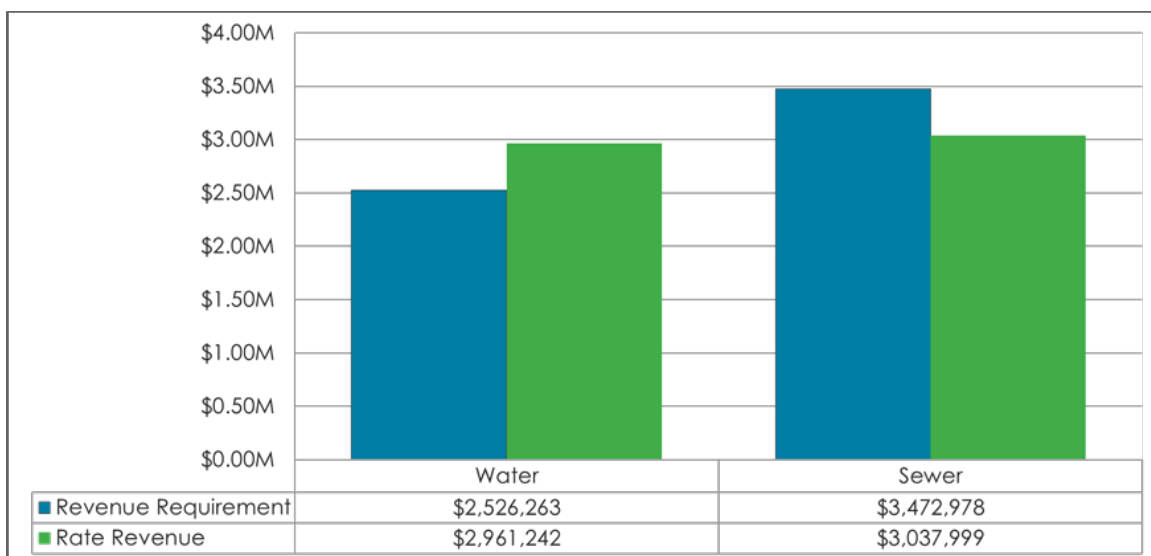
FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
5.5%	5.5%	5.5%	5.5%	5.5%

1.4 COST OF SERVICE ALLOCATIONS

Stantec performed a cost of service allocation (COSA) based on FY 2020 revenue requirements to determine the costs of the Utility for each of the water and sewer systems to ensure adequate cost recovery by each system.

The results of the COSA are summarized in the following table and confirm that the City's current rate structures are generally reflective of current cost of service requirements. As can be seen in Table 1.2, there are some modest differences between the cost of service results and current revenue recovery for water and sewer. There are no recommendations of redistributing revenue requirements between the water and sewer systems given the following dynamics:

1. The results of the COSA show that the current rate revenue is generally aligned with each systems revenue requirements
2. Cost of service results can vary over time and the level of difference in this case may change due to variations in cost and revenues from year to year
3. The majority of customers are served by both systems and would be relatively unaffected by redistributing revenue requirements among each system

Table 1.2 Cost Recovery Summary

1.5 RATE STRUCTURE REVIEW

Stantec reviewed the City's current water and sewer rate structure, and while we conclude that it is generally fair and equitable, we do recommend modifications to the rate structure to better align with the City's objectives and accepted rate making practice.

We recommend the following:

1. Remove 2,000 gallons usage allowance from water and sewer monthly base charges.
2. Scale non-residential base charges by meter size.
3. Charge multifamily per unit monthly base charge 95% of residential charge, as a result of customer characteristic analysis.
4. Add new tiers for the water inclining block rate structure to enhance affordability for essential domestic use in the first tier and adjust the volume included within the remaining tiers.
5. Adjust the pricing of each of the water inclining block rate structure for the residential customer classes to enhance affordability for essential domestic use and to further promote conservation for higher discretionary use.
6. Scale the tier sizes for the non-residential customer class based on meter size capacity ratios outlined by American Water Works Association (AWWA). This considers that customers with larger meter sizes may exhibit higher average usage per month when compared to customers with a ¾-inch meter.
7. Add an essential use tier to the sewer inclining block rate structure for residential customers to enhance affordability. Apply a single volume rate to all metered water for sewer service to non-residential customers.

Tables 1.3 and 1.4 show the FY 2020 recommended water and sewer rate schedules for residential, non-residential, and multifamily customer classes, inclusive of the 5.5% rate recommendation from the Revenue Sufficiency Analysis.

Table 1.3 Recommended Water Rate Schedule**Fixed Monthly Charge**

Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit
MF Units	0.95 ¹	N/A	N/A	\$7.91
3/4"	1.00	\$8.37	\$8.37	N/A
1"	1.67	\$8.37 ²	\$13.95	N/A
1 1/2"	3.33	\$27.90	\$27.90	N/A
2"	5.33	\$44.64	\$44.64	N/A
3"	14.50	\$121.38	\$121.38	N/A
4"	25.00	\$209.27	\$209.27	N/A
6"	53.33	\$446.44	\$446.44	N/A
8"	93.33	\$781.27	\$781.27	N/A
10"	140.00	\$1,171.91	\$1,171.91	N/A

Volumetric Rates (\$ per thousand gallons)

Tier (gallons)	Residential	Non-Residential	Multifamily*
0 - 2,000	\$3.98	\$7.95	\$3.98
2,001 - 5,000	\$7.95	\$7.95	\$7.95
5,001 - 10,000	\$9.15	\$9.15	\$9.15
10,001 - 15,000	\$9.94	\$9.15	\$9.94
Over 15,000	\$10.74	\$9.15	\$10.74

* Multifamily tiers scaled by number of units

Table 1.4 Recommended Sewer Rate Schedule**Fixed Monthly Charge**

Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit
MF Units	0.95 ¹	N/A	N/A	\$11.35
3/4"	1.00	\$12.01	\$12.01	N/A
1"	1.67	\$12.01 ²	\$20.01	N/A
1 1/2"	3.33	\$40.03	\$40.03	N/A
2"	5.33	\$64.05	\$64.05	N/A
3"	14.50	\$174.13	\$174.13	N/A
4"	25.00	\$300.22	\$300.22	N/A
6"	53.33	\$640.48	\$640.48	N/A
8"	93.33	\$1,120.84	\$1,120.84	N/A
10"	140.00	\$1,681.26	\$1,681.26	N/A

Volumetric Rates (\$ per thousand gallons)

Tier (gallons)	Residential	Non-Residential	Multifamily*
0 - 2,000	\$3.09	\$9.35	\$3.09
Over 2,000	\$9.35	\$9.35	\$9.35

* Multifamily tiers scaled by number of units

¹ The multifamily meter factor units are based upon a demand analysis of average multifamily unit demand as a proportion of average single family unit demands.

² An analysis of existing residential 1" meters revealed that the sizing of those meters was circumstantial and, as such the single family fixed monthly charge was set equal to that of a ¾" meter.

2. INTRODUCTION

Stantec Consulting Services Inc. conducted a comprehensive rate study (Study) for the water and sewer systems of the City of Holly Hill (hereafter referred to as the “City” or “Utility”). This report presents the objectives, approach, methodologies, source data, assumptions, as well as the findings and recommendations of the Study.

2.1 BACKGROUND

The City of Holly Hill, Florida (City) provides water and sewer service to over 7,700 customer accounts. The costs for providing these services are accounted for within in a single enterprise fund and are funded through rates, fees, and other charges paid by customers for services rendered.

2.2 OBJECTIVES

The principal objectives of this Study were as follows:

Revenue Sufficiency Analysis – Conduct a revenue sufficiency analysis by developing and populating a multi-year forecasting model for the City’s water and sewer systems to determine the level of annual revenue required to satisfy the systems’ projected annual operating, debt service, and capital cost requirements as well as maintain adequate reserves.

Cost of Service Allocations – Complete cost of service allocations by reviewing test year revenue requirements, assessing billing determinants, allocating revenue requirements to water and sewer and fixed and variable components.

Rate Structure Analysis – Review the City’s existing rate structure and develop modifications, as appropriate, to ensure that the City’s rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives.

3. REVENUE SUFFICIENCY ANALYSIS

3.1 DESCRIPTION

This section presents the financial management plan and corresponding plan of water and sewer rate adjustments developed in the revenue sufficiency analysis (RSA) that was conducted as part of the Study. The following sub-sections of the report present a description of the source data, assumptions, and results of the RSA, while Appendix A include detailed supporting schedules for the financial management plans identified herein for the water and sewer systems.

During the RSA, we reviewed several alternative multi-year financial management plans and corresponding water and sewer rate revenue adjustment plans through interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs or assumptions upon key financial indicators via graphical representations, summarizing the results of the forecasting model under assumed conditions. In this way, we incorporated local information and management input as we developed the recommended financial management plan for the Utility and the resulting plan of water and sewer rate revenue adjustments presented in this report. The result is a financial plan that makes use of the City's current and best assumptions and data to satisfy the Utility's revenue requirements over a multi-year projection period while meeting key financial performance objectives and minimizing rate adjustments to the greatest extent possible.

In order to initialize the RSA, we obtained the City's historical and budgeted financial information regarding the operation of its water and sewer system, as well as historical customer counts and volume data by class of customer. We also obtained the City's multi-year capital improvement program (CIP). We also counseled with City staff regarding other assumptions and policies that would affect the performance of the Utility, such as trends in demands, planned developments/customer growth, debt coverage and fund reserve levels, capital funding sources, earnings on invested funds, escalation rates for operating costs, etc.

All of this information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS-XL) interactive modeling system. This module of FAMS-XL produced a ten-year projection of the sufficiency of the revenue provided by the current rates of each system to meet current and projected financial requirements.

The revenue sufficiency and financial planning module of FAMS-XL utilizes all projected available funds in each year of the projection period to pay for capital projects. The model is set up to reflect the rules of cash application as defined and applied by City staff, and it produces a detailed summary of the funding sources to be used for each project in the CIP.

3.2 SOURCE DATA

The following presents the key source data relied upon in conducting the RSA:

Beginning Fund Balances

The FY 2017 Comprehensive Annual Financial Report (CAFR) and supporting trial balance schedules provided by City staff were used to establish beginning FY 2018 balances.

Revenues

The revenues utilized in the RSA reflect an evaluation of multiple years of historical results, FY 2017 and FY 2018 actual results and FY 2019 Proposed Budget. Revenues consist of rate revenue, interest income, and other minor revenue from miscellaneous service charges. Rate revenue is based upon the FY 2017 unaudited actual results, adjusted annually based upon assumed rate revenue adjustments as well as changes in both customer accounts and billed volumes. The FY 2019 budget was used in FY 2019 onward to project all other revenues amounts, excluding interest income (which was calculated annually based upon projected average fund balances and assumed interest rates).

Operating Expenditures

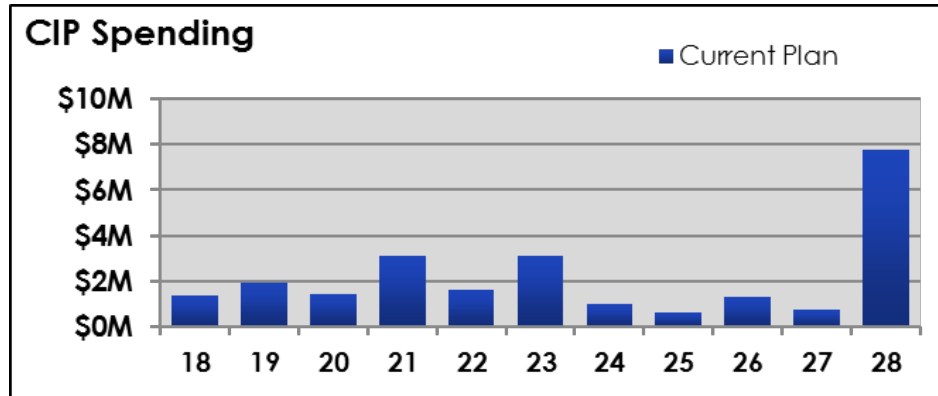
The Utility's operating expenditures include all operating and maintenance expenses, transfers and minor capital outlay. The RSA based the operating expenditure projections on the individual expense categories and expenses amounts contained in the FY 2019 Proposed Budget, adjusted annually thereafter based upon assumed cost escalation factors. These were reviewed with City staff.

Debt Service

The annual debt service schedules for existing debt, including revenue bonds, Clean Water State Revolving Fund loans, and a short-term bank loan, were provided by City staff and included in the RSA. The RSA also includes estimated debt service and corresponding payments calculated by the model.

Capital Improvement Program (CIP)

City staff provided the multi-year CIP in project level detail from FY 2019 through FY 2028. In total, the CIP from FY 2019 through FY 2028 is approximately \$25.3 million, consisting of \$12.4 million and \$12.9 million in water and sewer projects, respectively. The graph below illustrates the total annual CIP spend. A list of projects and costs by year is included on Schedule 4 of Appendix A.

Table 3.1 Utility Capital Improvement Program Spending

3.3 ASSUMPTIONS

The following presents the key assumptions utilized in the conduct of the RSA.

Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and our industry experience. The specific escalation factors assumed for the various categories of expenses can be found on Schedule 2 of Appendix A.

Interest Earnings

The RSA reflects assumed interest earning rates of 0.50% in FY 2018 and FY 2019, 0.75% in FY 2020 and FY 2021, and 1.00% in FY 2022 and each year thereafter.

Customer Growth & Volume Forecast

New connection and billed volume growth projections were based upon a review of historical data for each customer class from FY 2015 through FY 2017, observance of local environmental and economic conditions, and discussions with staff regarding the anticipated number of new service connections to the City and trends in water demands.

The following table presents the assumed account growth for the water and sewer systems. The assumed growth is used in forecasting increases in monthly base facility charge revenue and billed demands associated with system growth.

Table 3.2 Water & Sewer Account Growth Schedule

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water											
Accounts	7,775	7,779	7,782	7,786	7,790	7,794	7,798	7,802	7,806	7,810	7,814
Account Growth	0	4	4	4	4	4	4	4	4	4	4
Total Water Accounts	7,775	7,782	7,786	7,790	7,794	7,798	7,802	7,806	7,810	7,814	7,818
Sewer											
Accounts	7,186	7,190	7,193	7,197	7,201	7,204	7,208	7,211	7,215	7,219	7,222
Account Growth	0	4	4	4	4	4	4	4	4	4	4
Total Sewer Accounts	7,186	7,193	7,197	7,201	7,204	7,208	7,211	7,215	7,219	7,222	7,226

It is assumed that no change will occur in average usage per account much like the recent past.

Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. These balances are maintained in order to meet short-term cash flow requirements and also minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration of developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community as a whole place a significant emphasis on having sufficient reserves available for potentially adverse conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e. when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur as a result of natural disasters or unanticipated system failures.

The City currently has financial policies in place that state targeted reserve balances. Financial policies should articulate how to determine the adequacy of the reserve fund balances and how the balances will be used. It is important to note that once reserve targets are established, they should be reviewed annually during the budgeting process to monitor current levels and assure conformance with stated policies and practices. Decisions can be made to maintain, increase, or spend down the reserve balances, as appropriate, depending upon the impact of such decisions to the upcoming budget period.

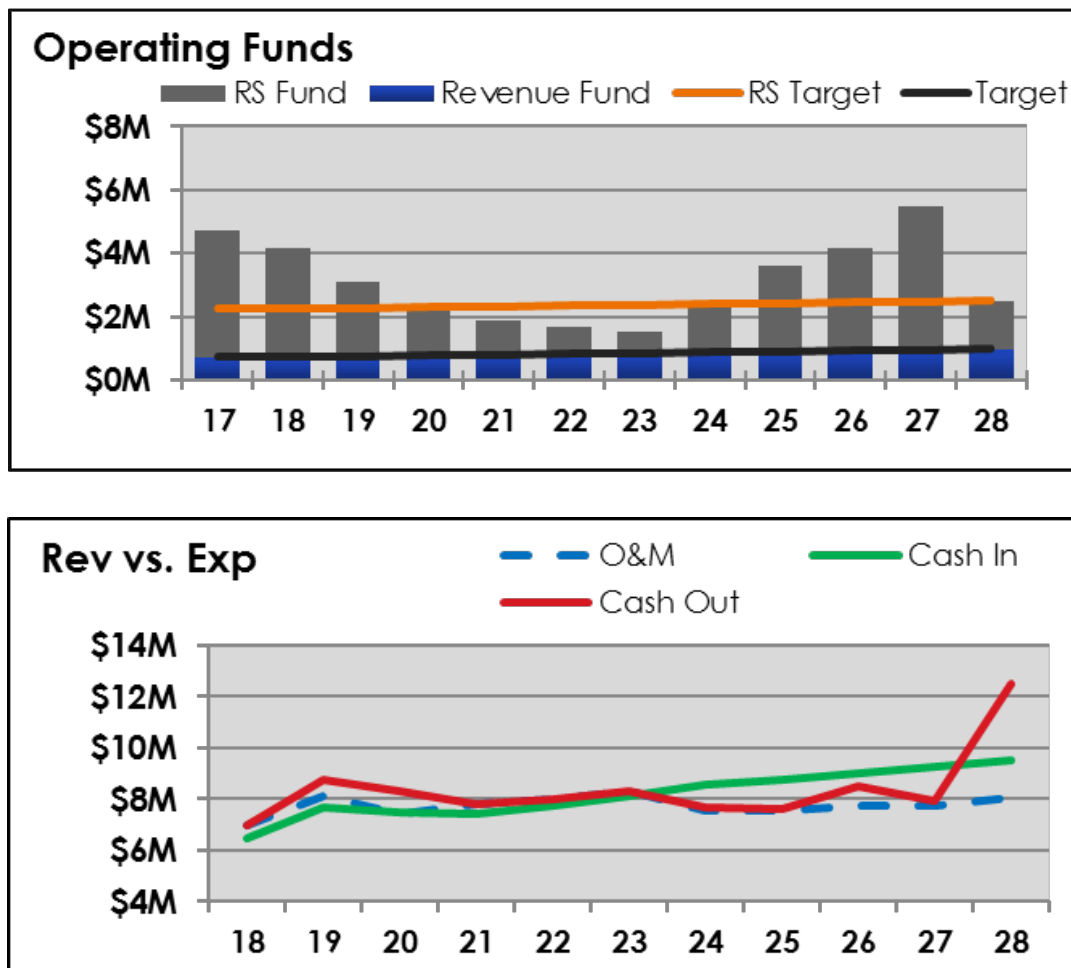
Moreover, a utility should review the approach used to establish reserve balances every three to five years. This time frame is appropriate given that debt levels and capital infrastructure activity can vary during this time, which would have an effect on the appropriate level of reserve balances. This type of review allows for the philosophy of establishing reserve targets to be modified to better reflect existing conditions and issues.

The financial management plans presented in this report assume that the City will maintain a minimum Operating Fund balance or reserve of 20% of total budgeted operating expenses. This level of reserve is consistent with 1) our industry experience for similar systems and 2) the findings of reserve studies

conducted by the American Water Works Association (AWWA). In addition to the Operating Fund balance reserve, the City also aims to maintain an additional \$1.5 million represented in a Rate Stabilization Fund.

In Table 3.3 below, the two target balances are shown which would allow the City to draw down reserves temporarily below the higher target while maintaining reserves above the lower target balance if such a need arises. The reserve balances in the first chart in the table are a function of the difference in the “cash in” and “cash out” lines in the second graph. When “cash out” exceeds “cash in” reserve balances are drawn down to fund the cash flow deficit. Conversely, when “cash in” exceeds “cash out” reserve balances increase by the amount of the excess cash flow.

Table 3.3 Projected End of Year Reserves & Annual Cash Flows

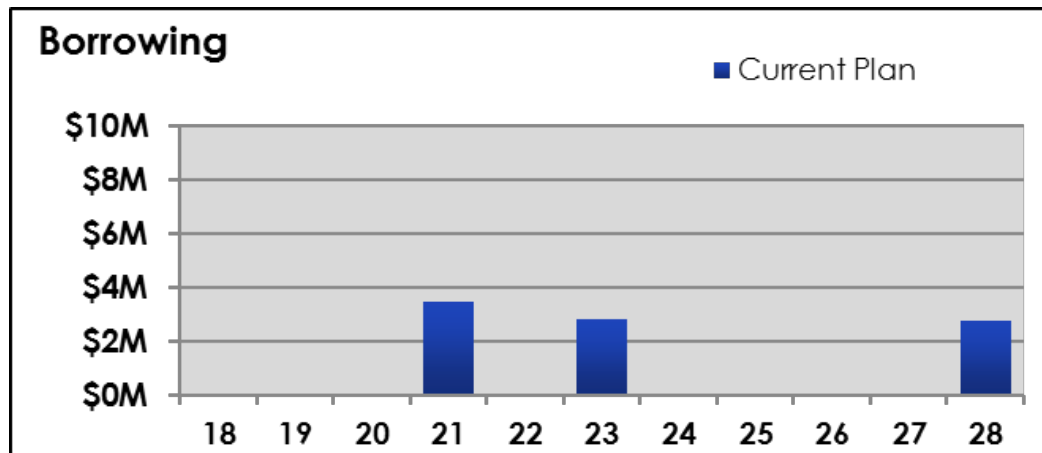


Future Borrowing & Capital Funding

To the extent that any new debt is required during the projection period, the RSA assumes Revenue Bonds (RB) would be utilized and it would be issued for a 30-year term at an interest rate of 4.50% in FY

2020 through FY 2022 and a 5.00% interest rate thereafter. Table 3.4 illustrates the projected annual borrowing needed to fund capital.

Table 3.4 Projected Borrowing for Capital Improvement Plan Funding



Debt Service and Coverage

One of the most important covenants the City makes relative to the issuance of debt is that its annual net revenues will be at least 1.20 times greater than its senior lien debt service requirements, and 1.15 times greater than its subordinate debt service expenses.

It is important to note that these revenue covenants (often referred to as debt service coverage requirements) represent the City's minimum requirements. Should the City be unable to meet these requirements, it could be found in technical default. This would result in the City facing a potential downgrade in its credit rating, which would likely increase the interest rate and terms of any future financing initiatives. As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher debt service coverage level so as to ensure compliance with these type of covenants in the event future projections of revenue and expenses do not occur as predicted (due to extended drought conditions, unanticipated capital requirements or operating cost increases, natural disasters, etc.). As such, the financial management plan presented herein for the water and sewer system reflects a minimum debt service coverage ratio for senior lien debt that is greater than 1.50 and greater than 1.25 for subordinate debt throughout the projection period, which is indicative of a financially healthy or strong utility system per the evaluation criteria published by each of the major municipal utility rating agencies.

3.4 RESULTS

This Study evaluated the adequacy of current water and sewer revenues to meet the Utility's financial requirements over a multi-year projection period as described above. Based upon the data, assumptions, and policies presented herein, the Study concludes that current levels of water and sewer revenues are not sufficient to meet future revenue needs. As such, the RSA developed a financial management plan and corresponding plan of water and sewer rate revenue adjustments of a 3.0% increase in FY 2019

(already implemented by City), 5.5% annual increases from FY 2020 – FY 2024, and 3.0% increases in FY 2025 and thereafter. The five-year rate revenue adjustment plan for the water and sewer systems are presented in Table 3.5.

Table 3.5: Revenue Adjustments

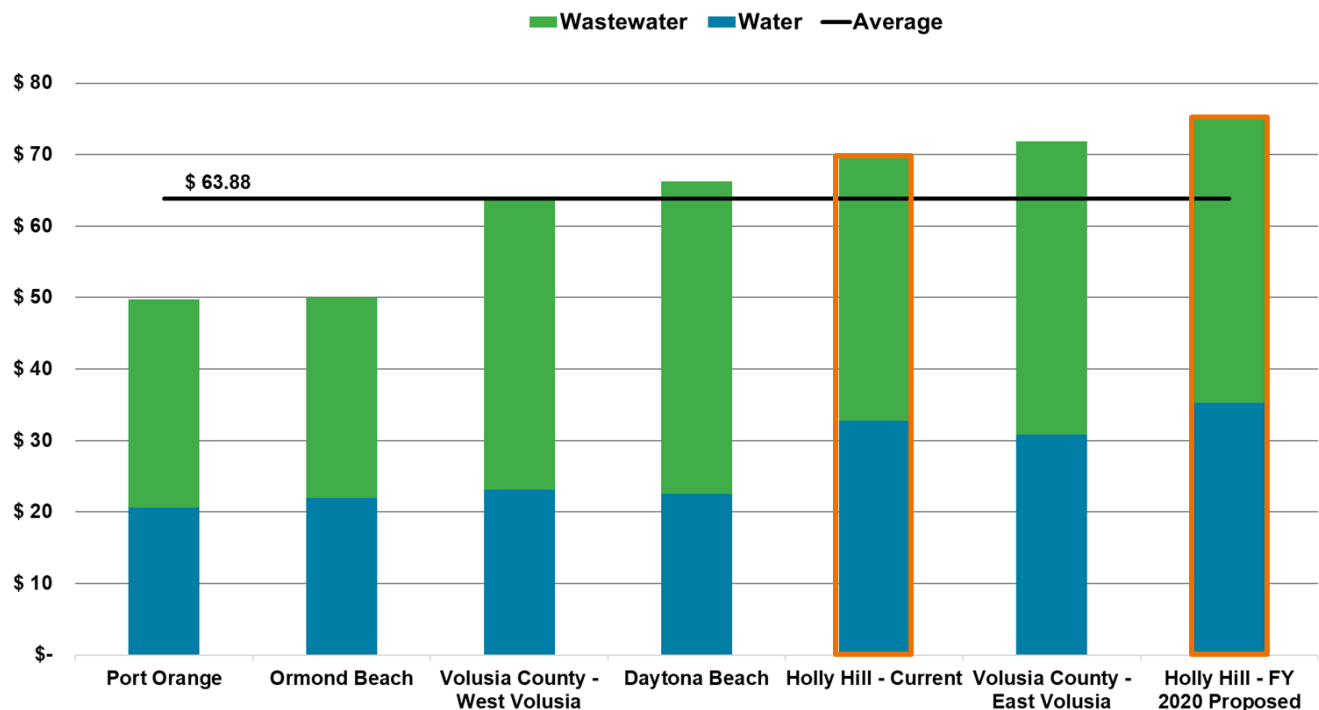
FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
5.5%	5.5%	5.5%	5.5%	5.5%

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Utility.

3.5 RATE SURVEY

Stantec performed a rate survey of similar surrounding utilities to identify how the City's current FY 2019 and proposed FY 2020 rates compare to the current FY 2019 rates of like utilities at an average retail billed usage amount of 4,000 gallons. The results of this survey can be found in the below graph. While these results show the FY 2020 proposed rates to be at the highest end of the survey, the graphic does not account for FY 2020 rate increases for the surveyed utilities. Due to the level of fixed costs and the limited number of customer accounts, Holly Hill is unable to take advantage of economies of scale.

Table 3.6 Water & Sewer Bill Survey at 4,000 Gallons per Month



4. COST OF SERVICE ALLOCATION

The purpose of a cost of service allocation (COSA) is to determine the costs of the Utility for each of the water and sewer systems to ensure adequate cost recovery by each system. The following section presents a detailed description of the COSA methodology utilized in the Study and the corresponding results.

Costs were provided by cost categories as outlined in the Utility's FY 2019 budget. The costs were then distributed to the appropriate system: water or sewer. These costs were then compared to respective revenues to determine if the revenues for each service are reflective of the current cost of service.

4.1 DESCRIPTION

The COSA was based upon the Utility's FY 2020 revenue requirements as outlined in the RSA and included the following steps:

- 1) Identify the costs of the Utility by cost category.
- 2) Determine the appropriate allocation of revenue requirements to each system.
- 3) Allocate non-rate revenue.

It should be noted that cost of service studies reflects the analysis of conditions during a test year, selected to provide a normalized set of circumstances regarding key factors such as operating and capital costs, consumption patterns and revenues, weather influences, and other factors. Because cost of service studies reflects the influences of changing technologies, regulatory requirements, system development, and customer behavior, the results tend to change over time. For this reason, the process is generally used to provide direction and benchmarks for establishing rates rather than as a direct tool to set rates.

4.2 COMPONENTS OF THE ANALYSIS

The following presents the steps utilized in the COSA:

Step 1: Cost Category Identification

The operating expenses, debt service, and cash-funded capital requirements within the water and sewer systems were distributed to specific activities of service as identified by the City's budget cost centers:

- Water & Sewer Admin
- Water Utility
- Sewer Services
- Admin & Non-Departmental

Step 2: Establish Basis of Allocation Factors

Costs within each category were then allocated among the water and sewer systems. The following allocations were reviewed in developing the basis of allocation factors:

- Water Only
- Sewer Only
- Accounts
- 5-Year CIP
- Weighted Expense
- Weighted Revenues

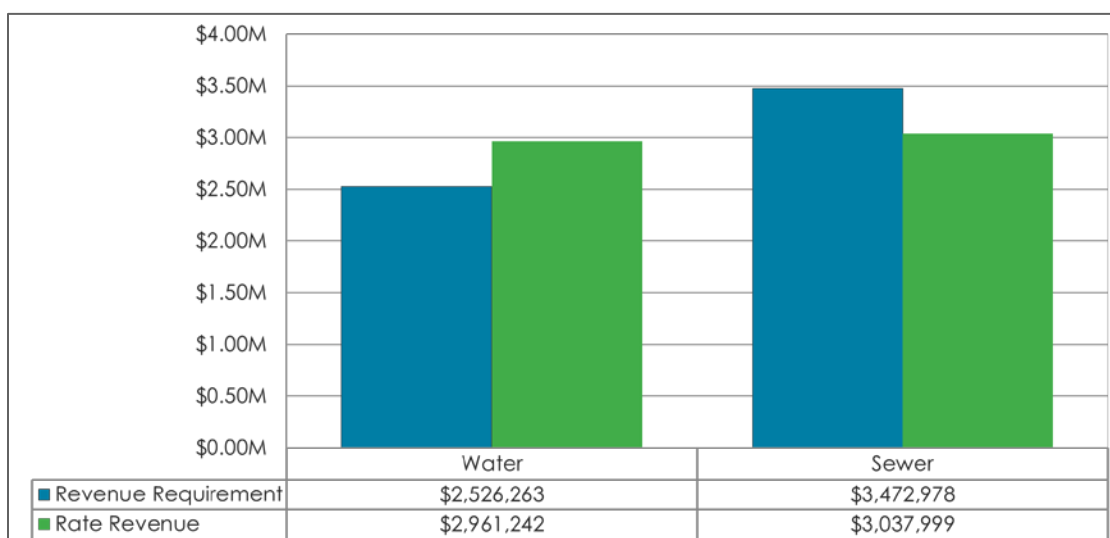
Step 3: Allocation of Non-Rate Revenue

Non-rate revenues were then allocated to each utility system, serving to offset the Utility's gross annual costs that would otherwise need to be recovered by user rates. Each revenue item is allocated either directly to the water or sewer, or on a percentage basis of rate revenue allocation by system.

4.3 RESULTS

The results of the COSA are summarized in the following table and confirm that the City's current rate structures are generally reflective of current cost of service requirements. As can be seen in Table 4.1, there are some modest differences between the cost of service results and current revenue recovery for water and sewer. There are no recommended differential rate adjustments for those two systems, as cost of service results can vary over time and the level of difference in this case may change due to variations in cost and revenues from year to year and the differential between revenues and cost in each system does not warrant an adjustment at this time in our opinion.

Table 4.1 Cost Recovery Summary



5. RATE STRUCTURE ANALYSIS

We have reviewed the City's current water and sewer rate structure, and while we conclude that it is generally fair and equitable, we do recommend modifications to the rate structure to address the following general objectives:

- i) Conformance to current accepted national and local industry practices,
- ii) Increase equity amongst customer classes,
- iii) Enhancing affordability to low volume users,
- iv) Promotion of resource conservation, and
- v) Improved ease of understanding.

The following sub-sections present a description of the basis of the recommended rate structure, supporting FY 2020 rate schedules, as well as the customer impacts of the FY 2020 rate recommendations. The recommended rate structure presented is intended for implementation on October 1, 2019, (at the start of FY 2020), and includes the recommended FY 2020 rate revenue increase of 5.5% identified in the RSA.

5.1 FIXED CHARGES

Common industry practice to recover costs is through a two-part rate structure comprised of both fixed and variable charges. It is generally accepted to recover a portion of the costs of the system in a fixed readiness-to-serve charge, recognizing that utilities have substantial investments in capacity-related costs and other fixed costs that are incurred year-round to maintain a state of readiness to meet peak demands of their customers when they occur. In addition, customer related costs, including billing, meter reading, and administrative expenses, also need to be recovered. Utilities incur these fixed costs regardless of the level of customer usage.

The City presently has uniform fixed charge for water service, regardless of customer class or meter size. Similarly, the City presently charges a monthly base facility charge per account for sewer service. Both the water and sewer monthly fixed charges include a 2,000 gallons usage allowance in the charge. We recommend that the City maintain the monthly base facility charge per account and unit for water and sewer service for residential and multifamily customers. However, for non-residential customers we recommend that the City implement water and sewer monthly base charges by meter size. In addition, we recommend the City remove any usage or volume allowance in its monthly base charge. The recommended monthly base charges should be charged to all accounts and multifamily units, regardless of occupancy status.

5.2 VOLUMETRIC CHARGES

Volumetric water and sewer charges are based upon metered water use, and for potable water, inclining block rate structures are increasingly common in many areas of the country, where water conservation is essential. Inclining block rate structures are intended to provide price incentives to reduce discretionary water use, notably outdoor irrigation. The City currently applies an inclining block water rate structure to all of its customers, while the volumetric sewer rate is uniform rate applied to metered water use over 2,000 gallons.

As it relates to the City's usage or volume-based rates, we recommend the following:

1. Add new tiers for the water inclining block rate structure to enhance affordability for essential domestic use in the first tier and adjust the volume included within the remaining tiers based upon recognition of residential usage profiles (see Section 5.3).
2. Adjust the pricing of each of the water inclining block rate structure for the residential customer classes to enhance affordability for essential domestic use and to further promote conservation for higher discretionary use.
3. Scale the tier sizes for the non-residential customer class based on meter size capacity ratios as outlined by the AWWA. This considers that customers with larger meter sizes may higher average usage per month than customers with a ¾-inch meter.
4. Add an essential use tier for residential customers to sewer inclining block rate structure to enhance affordability. Apply a single volume rate to all metered water for sewer service to non-residential customers.

5.3 RESIDENTIAL TIERED STRUCTURE ANALYSIS

Table 5.1 provides a summary of the residential water usage profile used to evaluate existing water use and to guide the appropriate sizing the first three tiers of the proposed inclining block rate structure presented above. The summary illustrates the development of the initial tier at 2,000 gallons per month, which is sufficient to provide an allowance for a small household's typical indoor domestic use of 58.6 gallons per capita per day, (from the Water Research Foundation), and an assumed 1.00 person per household. The second tier is representative of an average household, 2.37 persons per household in City from the U.S. Census Bureau, typical indoor use. The first two tiers essentially represent a standard "indoor use" allocation for a typical residential customer. The third tier then provides an allowance for the indoor domestic use of larger families (which may in some cases also be for modest amounts of outdoor uses by smaller families).

Table 5.1 Residential Indoor Consumption Analysis¹**Tiers By Household Size Indoor Consumption****Small Household Typical Indoor Usage**

Description	Value
People per Household	1.00
Typical Indoor Use (Gallons per Capita per Day)	58.6
Typical Essential Domestic Use (Gal/month)	1,782
Usage Amount (Gal)	2,000

Average Household Typical Indoor Usage

Description	Value
People per Household	2.37
Typical Indoor Use (Gallons per Capita per Day)	58.6
Typical Essential Domestic Use (Gal/month)	4,230
Usage Amount (Gal)	4,000

Large Household Typical Indoor Usage

Description	Value
People per Household	5.00
Typical Indoor Use (Gallons per Capita per Day)	58.6
Typical Essential Domestic Use (Gal/month)	8,912
Usage Amount (Gal)	9,000

¹Typical indoor use (gallons per capita per day) source: Water Research Federation:
Residential End Uses of Water Version 2, Executive Report, pg. 8

The next tier accommodates reasonable amounts of outdoor use for a typical property and the last tier is for all remaining usage. Table 5.2 is a comparison of current and recommended tier sizes.

Table 5.2 Tier Size Comparison

Description	Block Range				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Existing Holly Hill	2,001 - 15,000	Over 15,000	N/A	N/A	N/A
Recommended Holly Hill	0 - 2,000	2,001 - 5,000	5,001 - 10,000	10,001 - 15,000	Over 15,000

5.4 RECOMMENDED RATES AND BILL IMPACTS

Tables 5.3 and 5.4 show the recommended water and sewer rate schedules, respectively. It is important to note that the recommended rates presented herein includes the recommended FY 2020 rate revenue adjustment of 5.5% as presented in Section 3.

Table 5.3 Recommended Water Rate Schedule

Fixed Monthly Charge					Volumetric Rates (\$ per thousand gallons)			
Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit	Tier (gallons)	Residential	Non-Residential	Multifamily*
MF Units	0.95 ³	N/A	N/A	\$7.91	0 - 2,000	\$3.98	\$7.95	\$3.98
3/4"	1.00	\$8.37 ⁴	\$8.37	N/A	2,001 - 5,000	\$7.95	\$7.95	\$7.95
1"	1.67	\$8.37	\$13.95	N/A	5,001 - 10,000	\$9.15	\$9.15	\$9.15
1 1/2"	3.33	\$27.90	\$27.90	N/A	10,001 - 15,000	\$9.94	\$9.15	\$9.94
2"	5.33	\$44.64	\$44.64	N/A	Over 15,000	\$10.74	\$9.15	\$10.74
3"	14.50	\$121.38	\$121.38	N/A	* Multifamily tiers scaled by number of units			
4"	25.00	\$209.27	\$209.27	N/A				
6"	53.33	\$446.44	\$446.44	N/A				
8"	93.33	\$781.27	\$781.27	N/A				
10"	140.00	\$1,171.91	\$1,171.91	N/A				

Table 5.4 Recommended Sewer Rate Schedule

Fixed Monthly Charge					Volumetric Rates (\$ per thousand gallons)			
Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit	Tier (gallons)	Residential	Non-Residential	Multifamily*
MF Units	0.95 ³	N/A	N/A	\$11.35	0 - 2,000	\$3.09	\$9.35	\$3.09
3/4"	1.00	\$12.01 ⁴	\$12.01	N/A	Over 2,000	\$9.35	\$9.35	\$9.35
1"	1.67	\$12.01	\$20.01	N/A	* Multifamily tiers scaled by number of units			
1 1/2"	3.33	\$40.03	\$40.03	N/A				
2"	5.33	\$64.05	\$64.05	N/A				
3"	14.50	\$174.13	\$174.13	N/A				
4"	25.00	\$300.22	\$300.22	N/A				
6"	53.33	\$640.48	\$640.48	N/A				
8"	93.33	\$1,120.84	\$1,120.84	N/A				
10"	140.00	\$1,681.26	\$1,681.26	N/A				

³ The multifamily meter factor units are based upon a demand analysis of average multifamily unit demand as a proportion of average single family unit demands.

⁴ An analysis of existing residential 1" meters revealed that the sizing of those meters was circumstantial and, as such the single family fixed monthly charge was set equal to that of a 3/4" meter.

Table 5.5 shows the water and sewer monthly residential bill impacts of the new rate structure and rate adjustment. The orange highlighted row shows the bill impact at 2,000 gallons of usage, which is currently included in the monthly base charge. The yellow-highlighted line is the residential average monthly usage of 4,000 gallons.

Table 5.5 Monthly Residential Water and Sewer Bill Impacts

Property Type	Typical Volume (Kgal)	Current Combined Bill	Rate Structure Impact	5.5% Increase	Proposed Combined Bill	Total \$ Change	Total % Change
Select Single Family Residential Impacts							
Single Family (0 Kgal)	0	\$38.91	-\$13.91	\$1.38	\$26.38	(\$12.53)	-32.2%
Single Family (1 Kgal)	1	\$38.91	-\$7.22	\$1.75	\$33.44	(\$5.47)	-14.1%
Single Family (2 Kgal)	2	\$38.91	-\$0.53	\$2.12	\$40.50	\$1.59	4.1%
Single Family (3 Kgal)	3	\$54.46	\$0.33	\$3.02	\$57.81	\$3.35	6.1%
Single Family (4 Kgal)	4	\$70.01	\$1.18	\$3.92	\$75.11	\$5.10	7.3%
Single Family (5 Kgal)	5	\$85.56	\$2.03	\$4.83	\$92.41	\$6.85	8.0%
Single Family (7 Kgal)	7	\$116.66	\$5.99	\$6.75	\$129.40	\$12.74	10.9%
Single Family (10 Kgal)	10	\$163.31	\$11.94	\$9.65	\$184.89	\$21.58	13.2%

6. CONCLUSIONS & RECOMMENDATIONS

Given the tasks completed for the City's Rate Study, the following conclusions and recommendations are made.

6.1 CONCLUSIONS

Regarding the sufficiency of the City's water and sewer rates over the projection period:

- Current water and sewer rate revenue are not sufficient to cover expected operating and capital costs through the end of FY 2028.
- The COSA results confirm that the City's current rate structures are generally reflective of current cost of service requirements for water and sewer and there are no recommendations for proposing differential rate increases for the two systems.
- Adjustments to water and sewer rate structures will more closely align the City with industry practices.

6.2 RECOMMENDATIONS

Based upon the analysis presented herein and the conclusions presented in the prior subsection, we recommend the following:

- The City should increase water and sewer rates by 5.5% in FY 2020 – FY 2024 and then resume the City's current practice of annual 3.0% in future years through FY 2028.
- Make changes detailed in Section 3 to existing water and sewer rate structures, including:
 - o Nonresidential monthly base charges based on meter size
 - o Remove usage allowance in monthly base charges and charge volume rate for all water usage
 - o Add tiers to water inclining structure
- Update this analysis on an annual basis to evaluate the adequacy of the Utility's revenues and plan of water and sewer rate adjustments. Doing so will allow for the incorporation of updated revenue and expense information as well as changes in economic conditions, regulatory requirements, and other factors so that any necessary changes can be made to the financial management plan presented in this report. This will ensure that the Utility will be able to meet its financial and operating requirements during the projection period and minimize rate impacts to customers from future events occurring differently than currently projected.

Disclaimer

This document was produced by Stantec Consulting Services Inc. ("Stantec") for the City of Holly Hill and is based on a specific scope agreed upon by both parties. In preparing this report, Stantec utilized information and data obtained from the City of Holly Hill or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Holly Hill should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: SUPPORTING SCHEDULES FOR THE RSA

- Schedule 1 – Assumptions
- Schedule 2 – Cost Escalation Factors
- Schedule 3 – Beginning Balances as of September 30, 2017
- Schedule 4 – Capital Improvement Program
- Schedule 5 – Projection of Cash Outflows
- Schedule 6 – Projection of Cash Inflows
- Schedule 7 – FAMS Control Panel
- Schedule 8 – Pro Forma
- Schedule 9 – Capital Project Funding Summary
- Schedule 10 – Detailed Funding
- Schedule 11 – Long-Term Borrowing

Schedule 1: Assumptions

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<u>Rate Increase Adoption Date:</u>	N/A	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027
<u>Annual Growth:</u>											
<u>Water:</u>											
Total Account Growth	4	4	4	4	4	4	4	4	4	4	4
Ending Accounts	7,775	7,779	7,782	7,786	7,790	7,794	7,798	7,802	7,806	7,810	7,814
% Change in Accounts	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
% Paying System Development Charges	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Usage per Account (Kgal)	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04
% Change in Usage per Account	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Usage (Kgal)	469,870	470,105	470,340	470,575	470,810	471,046	471,281	471,517	471,752	471,988	472,224
% Change in Usage	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
<u>Sewer:</u>											
Total Account Growth	4	4	4	4	4	4	4	4	4	4	4
Ending Accounts	7,186	7,190	7,193	7,197	7,201	7,204	7,208	7,211	7,215	7,219	7,222
% Change in Accounts	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
% Paying System Development Charges	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Volume per Account (Kgal)	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84
% Change in Volume per Account	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volume (Kgal)	417,687	417,896	418,105	418,314	418,523	418,732	418,942	419,151	419,361	419,570	419,780
% Change in Volume	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
<u>Capital Spending:</u>											
Annual Capital Budget (Future Year Dollars)	\$ 1,370,000	\$ 1,930,200	\$ 1,444,575	\$ 3,075,284	\$ 1,598,113	\$ 3,093,742	\$ 991,179	\$ 617,922	\$ 1,328,264	\$ 750,561	\$ 7,769,924
Annual Percent Executed	100%	100%	75%	75%	75%	75%	75%	75%	75%	75%	75%
<u>System Development Charge (SDC):</u>											
Water	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422
Sewer	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908
<u>Average Annual Interest Earnings Rate:</u>											
On Fund Balances:	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
<u>Operating Budget Reserve:</u>											
Target (Number of Months of Reserve)	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4
<u>Operating Budget Execution Percentage:</u>											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Schedule 2: Cost Escalation Factors

<u>Account</u>										
<u>Code</u>	<u>Operating Expense Category</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
12-00	REGULAR SALARIES & WAGE ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
13-00	OTHER SALARIES & WAGES ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
14-00	OVERTIME ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
15-10	CELL PHONE ALLOWANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-20	UNIFORM ALLOWANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-30	BOOT ALLOWANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-00	FICA/MEDICARE TAXES ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
22-00	RETIREMENT CONTRIBUTION ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
23-00	LIFE & HEALTH INSURANCE	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
24-00	WORKERS COMP INSURANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
31-01	PROFESSIONAL SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
31-50	LEGAL/OFFICIAL ADVERTISING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
34-00	OTHER SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
40-01	REGULAR TRAVEL	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
41-00	COMMUNICATION SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
42-00	POSTAGE, FRT, EXPRESS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
43-01	UTILITY SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
44-00	RENTALS & LEASES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-00	INSURANCE/NON-EMPLOYEE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-01	INSURANCE CONTINGENCY	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-10	GENERAL LIABILITY	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-15	PROPERTY INSURANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-20	PUBLIC OFFICIALS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-25	AUTOMOBILE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-35	INLAND MARINE/ENVIRON LIB	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-55	POLLUTION CONTROL	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-01	REPAIRS & MAINTENANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-11	MAINTENANCE CONTRACTS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-50	FLEET CHARGES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-63	REPAIR/MAINT CAPITAL-LIKE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
47-00	PRINTING & BINDING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
49-10	OTHER SPECIAL COSTS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
49-59	BAD DEBT EXPENSE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
51-00	OFFICE SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-01	OPERATING SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-04	SMALL TOOLS & EQUIPMENT	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-19	UNIFORM EXPENSE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-50	FUEL & OIL SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-64	MACH/EQUIP CAPITAL-LIKE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
54-00	BOOKS/PUBL/SUBSCR/MEMBERS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
55-01	TRAINING & EDUCATION COST	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

Schedule 2: Cost Escalation Factors

<u>Account</u>										
<u>Code</u>	<u>Operating Expense Category</u>	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
64-00	MACHINERY & EQUIPMENT	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	<i>Default Inflation Factor ²</i>	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	<i>Weighted Average Increase in O&M Expenses ³</i>	4.05%	4.09%	2.94%	2.98%	3.02%	3.06%	3.11%	3.15%	3.20%

¹ The escalation factors for personnel expenses are based upon the City's compensation study.

² The Default Inflation Factor is applied to any operating expenses not included above.

³ The Weighted Average Increase in O&M Expenses is reflective of the cost escalation factors presented on this schedule and the budget execution factors on Schedule 1.

Schedule 3: Beginning Fund Balances as of September 30, 2017

Stantec Grouping of Funds in Model	Revenue Fund	Water Impact Fees	Sewer Impact Fees	Renewal & Replacement	Rate Stabilization
CURRENT UNRESTRICTED ASSETS					
Cash and Cash Equivalents	\$ 4,929,660	\$ -	\$ -	\$ 852,734	\$ -
Restricted Cash and Cash Equivalents	238,633	381,290	895,157	-	1,688,395
Accounts Receivable Net	871,028	-	-	-	-
Prepaid Expenses	18,948	-	-	-	-
Inventories	46,759	-	-	-	-
TOTAL ASSETS	\$ 6,105,028	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,688,395
CURRENT LIABILITIES					
Accounts payable and accrued liabilities	\$ (128,784)	\$ -	\$ -	\$ -	\$ -
Customer deposits	(931,058)	-	-	-	-
Accrued interest	-	-	-	-	(169,784)
Current Portion of Long-Term Debt	(1,704,741)	-	-	-	-
Accrued Compensated Absences	(70,610)	-	-	-	-
CALCULATED FUND BALANCE (ASSETS - LIABILITIES)	\$ 3,269,835	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,518,611
Plus/(Less): Inventories	(46,759)	-	-	-	-
NET UNRESTRICTED FUND BALANCE	\$ 3,223,076	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,518,611
Funds Encumbered or Reserved for Projects not in the CIP	-	-	-	-	-
AVAILABLE FUND BALANCE	\$ 3,223,076	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,518,611
Fund Summary					
Revenue Fund	\$ 3,223,076				
Water Impact Fees	381,290				
Sewer Impact Fees	895,157				
Renewal & Replacement	852,734				
Rate Stabilization	1,518,611				
TOTAL AVAILABLE FUNDS	\$ 6,870,868				

Schedule 4: Capital Improvement Program

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 FY 2018-2019 CIP ¹											
2 INFRASTRUCTURE	\$ 1,370,000	\$ 1,930,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 Water CIP											
4 Water Plant Office Expansion New Scada and Operations Room	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
5 Scada System Upgrades (Water and Wastewater Facilities)	-	-	-	1,250,000	-	-	-	-	-	-	-
6 Main Replacement - Westward Cir from Magnolia to 6th St	-	-	-	300,000	-	-	-	-	-	-	-
7 Main Replacement - S. Flamingo & N. Flamingo from Center to	-	-	600,000	-	-	-	-	-	-	-	-
8 Main Replacement - Dorothy Ave. from Elsie Ave to 4th St	-	-	-	-	300,000	-	-	-	-	-	-
9 Main Replacement - Cavanah Dr. from 3rd St	-	-	-	-	350,000	-	-	-	-	-	-
10 Main Replacement - Damron Ave to 3rd St	-	-	-	-	-	200,000	-	-	-	-	-
11 Main Replacement - Tracy Ave to 3rd St	-	-	-	-	-	200,000	-	-	-	-	-
12 Main Replacement - Gibbons Ave to 3rd St	-	-	-	-	-	-	200,000	-	-	-	-
13 Main Replacement - Jeffery Ave to 3rd St	-	-	-	-	-	-	200,000	-	-	-	-
14 Main Replacement - Michael Ave to 3rd St	-	-	-	-	-	-	-	200,000	-	-	-
15 Main Replacement - Eddie Ave to 3rd St	-	-	-	-	-	-	-	200,000	-	-	-
16 Main Replacement - Card Ave from Jacobson Ave to Center	-	-	-	-	-	-	-	-	250,000	-	-
17 Main Replacement - Jacobson Ave from Card Ave	-	-	-	-	-	-	-	-	250,000	-	-
18 Main Replacement - Virginia Ave from 6th to 7th St	-	-	-	-	-	-	-	-	-	250,000	-
19 Main Replacement - Florida Ave from 6th to 7th St	-	-	-	-	-	-	-	-	-	250,000	-
20 Main Replacement - Corporation Ave from Center (Dead End)	-	-	-	-	-	-	-	-	-	150,000	-
21 Replace or Recondition Lime Silo	-	-	-	-	-	-	-	-	-	-	850,000
22 Upgrade Electrical panels in HSP room	-	-	-	-	-	-	350,000	-	-	-	-
23 RO Skid for treatment process	-	-	-	-	-	-	-	-	-	-	2,500,000
24 New Drive Units for both softeners	-	-	-	-	-	-	-	-	900,000	-	-
25 Replace Filter Media - 2028 - \$150,000	-	-	-	-	-	-	-	-	-	-	-
26 Redundant Recarb Chamber	-	-	-	-	-	-	-	-	-	-	600,000
27 Sewer CIP											
28 Wastewater Treatment											
29 Scada Upgrade upgrade	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30 (6) Isolation valves WWTF	-	-	-	-	-	150,000	-	-	-	-	-
31 Upgrade Alum Controller Panel	-	-	60,000	-	-	-	-	-	-	-	-
32 Micro-C Driveway & Storage Pad	-	-	30,000	-	-	-	-	-	-	-	-
33 Replacement walkway over A.H.T.	-	-	100,000	-	-	-	-	-	-	-	-
34 Btu's: shafts, bearing, drive replacement	-	-	60,000	-	-	-	300,000	-	-	-	-
35 Install Walkways around Clarifiers #1,2,3	-	-	-	-	150,000	-	-	-	-	-	-
36 Sandfilter refurbishment: Weir/Sand	-	-	-	-	-	-	-	200,000	-	-	-
37 Refurbish Reuse Holding Tank final coat	-	-	-	-	-	50,000	-	-	-	-	-
38 Expand Chlorine Contract & Final Basin	-	-	-	-	-	-	-	-	-	-	1,500,000
39 Addition of 3 BTU	-	-	-	-	-	-	-	-	-	-	2,400,000
40 Replacement WWTF Pumps	-	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
41 Wastewater Collections											
42 Lift Station Replacement - #10 & Generator	\$ -	\$ -	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43 Lift Station Replacement - #9	-	-	450,000	-	-	-	-	-	-	-	-
44 Lift Station Replacement - #5	-	-	-	450,000	-	-	-	-	-	-	-
45 Lift Station Refurbish - #19 & Generator	-	-	-	450,000	-	-	-	-	-	-	-
46 Lift Station Replacement - #20 & Generator	-	-	-	-	480,000	-	-	-	-	-	-
47 Lift Station Replacement - #21 & Generator	-	-	-	-	480,000	-	-	-	-	-	-
48 Lift Station Replacement - #17B	-	-	-	-	-	450,000	-	-	-	-	-
49 Lift Station Replacement - #18A	-	-	-	-	-	450,000	-	-	-	-	-
50 Upgrade Lift Station #4	-	-	-	-	75,000	-	-	-	-	-	-
51 Lift Station #18 Wet Well Refurbished	-	-	-	50,000	-	-	-	-	-	-	-

Schedule 4: Capital Improvement Program

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
52 Replacement Lift Station Pumps	-	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
53 Gravity Main Lining	-	-	-	-	50,000	50,000	50,000	-	-	50,000	50,000
54 Gravity Main Smoke Testing	-	-	-	25,000	25,000	25,000	-	-	-	-	-
55 Manhole replacement/refurbished	-	-	50,000	50,000	-	50,000	-	50,000	-	50,000	-
56 Total CIP Budget (in current dollars)	\$ 1,370,000	\$ 1,930,200	\$ 1,870,000	\$ 3,865,000	\$ 1,950,000	\$ 3,665,000	\$ 1,140,000	\$ 690,000	\$ 1,440,000	\$ 790,000	\$ 7,940,000
57 Cumulative Projected Cost Escalation ²	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
58 Resulting CIP Funding Level	\$ 1,370,000	\$ 1,930,200	\$ 1,926,100	\$ 4,100,379	\$ 2,130,818	\$ 4,124,990	\$ 1,321,572	\$ 823,896	\$ 1,771,018	\$ 1,000,748	\$ 10,359,899
59 Annual CIP Execution Percentage	100%	100%	75%	75%	75%	75%	75%	75%	75%	75%	75%
60 Final CIP Funding Level	\$ 1,370,000	\$ 1,930,200	\$ 1,444,575	\$ 3,075,284	\$ 1,598,113	\$ 3,093,742	\$ 991,179	\$ 617,922	\$ 1,328,264	\$ 750,561	\$ 7,769,924

¹ The FY 2018 and FY 2019 CIP was provided in the FY 2018 and FY 2019 budgets within the Infrastructure line item, while individual project information was provided in a 10-year CIP for FY 2020 to FY 2028.

² CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

Schedule 5. Projection of Cash Outflows

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expense Line Item											
1 Personnel Services											
2 REGULAR SALARIES & WAGE	\$ 55,155	\$ 212,800	\$ 223,908	\$ 235,596	\$ 240,897	\$ 246,317	\$ 251,859	\$ 257,526	\$ 263,321	\$ 269,245	\$ 275,303
3 OTHER SALARIES & WAGES	-	900	947	996	1,019	1,042	1,065	1,089	1,114	1,139	1,164
4 OVERTIME	47	2,200	2,315	2,436	2,490	2,547	2,604	2,662	2,722	2,784	2,846
5 CELL PHONE ALLOWANCE	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
6 UNIFORM ALLOWANCE	-	600	600	600	600	600	600	600	600	600	600
7 BOOT ALLOWANCE	-	200	200	200	200	200	200	200	200	200	200
8 FICA/MEDICARE TAXES	4,176	16,700	17,572	18,489	18,905	19,330	19,765	20,210	20,665	21,130	21,605
9 RETIREMENT CONTRIBUTION	4,276	17,800	18,729	19,707	20,150	20,604	21,067	21,541	22,026	22,521	23,028
10 LIFE & HEALTH INSURANCE	7,944	27,100	29,810	32,791	36,070	39,677	43,645	48,009	52,810	58,091	63,900
11 WORKERS COMP INSURANCE	-	7,300	7,483	7,670	7,861	8,058	8,259	8,466	8,677	8,894	9,117
12 EXECUTIVE SALARIES	17,400	-	-	-	-	-	-	-	-	-	-
13 REGULAR SALARIES & WAGE	525,200	477,300	502,215	528,431	540,320	552,478	564,908	577,619	590,615	603,904	617,492
14 OVERTIME	24,300	22,800	23,990	25,242	25,810	26,391	26,985	27,592	28,213	28,848	29,497
15 CELL PHONE ALLOWANCE	-	600	600	600	600	600	600	600	600	600	600
16 BOOT ALLOWANCE	-	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600
17 FICA/MEDICARE TAXES	43,700	38,500	40,510	42,624	43,583	44,564	45,567	46,592	47,640	48,712	49,808
18 RETIREMENT CONTRIBUTION	44,700	41,200	43,351	45,614	46,640	47,689	48,762	49,859	50,981	52,128	53,301
19 LIFE & HEALTH INSURANCE	127,900	106,100	116,710	128,381	141,219	155,341	170,875	187,963	206,759	227,435	250,178
20 WORKERS COMP INSURANCE	16,500	14,400	14,760	15,129	15,507	15,895	16,292	16,700	17,117	17,545	17,984
21 EXECUTIVE SALARIES	17,400	-	-	-	-	-	-	-	-	-	-
22 REGULAR SALARIES & WAGE	525,200	494,800	520,629	547,805	560,131	572,734	585,620	598,797	612,270	626,046	640,132
23 OVERTIME	37,800	38,100	40,089	42,181	43,131	44,101	45,093	46,108	47,145	48,206	49,291
24 CELL PHONE ALLOWANCE	-	600	600	600	600	600	600	600	600	600	600
25 BOOT ALLOWANCE	-	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
26 FICA/MEDICARE TAXES	43,700	40,900	43,035	45,281	46,300	47,342	48,407	49,496	50,610	51,749	52,913
27 RETIREMENT CONTRIBUTION	44,600	43,700	45,981	48,381	49,470	50,583	51,721	52,885	54,075	55,291	56,536
28 LIFE & HEALTH INSURANCE	110,000	106,100	116,710	128,381	141,219	155,341	170,875	187,963	206,759	227,435	250,178
29 WORKERS COMP INSURANCE	12,500	11,400	11,685	11,977	12,277	12,583	12,898	13,221	13,551	13,890	14,237
30 Total Personnel Services	\$ 1,662,498	\$ 1,726,200	\$ 1,826,527	\$ 1,933,213	\$ 1,999,101	\$ 2,068,717	\$ 2,142,370	\$ 2,220,398	\$ 2,303,170	\$ 2,391,093	\$ 2,484,611
31 Operations and Maintenance											
32 REGULAR TRAVEL	\$ -	\$ 500	\$ 513	\$ 525	\$ 538	\$ 552	\$ 566	\$ 580	\$ 594	\$ 609	\$ 624
33 COMMUNICATION SERVICES	350	-	-	-	-	-	-	-	-	-	-
34 POSTAGE, FRT, EXPRESS	-	400	410	420	431	442	453	464	475	487	500
35 RENTALS & LEASES	-	700	718	735	754	773	792	812	832	853	874
36 REPAIRS & MAINTENANCE	-	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
37 MAINTENANCE CONTRACTS	-	3,500	3,588	3,677	3,769	3,863	3,960	4,059	4,160	4,264	4,371
38 FLEET CHARGES	-	5,655	5,796	5,941	6,090	6,242	6,398	6,558	6,722	6,890	7,062
39 PRINTING & BINDING	-	2,300	2,358	2,416	2,477	2,539	2,602	2,667	2,734	2,802	2,872
40 OFFICE SUPPLIES	-	4,500	4,613	4,728	4,846	4,967	5,091	5,219	5,349	5,483	5,620
41 OPERATING SUPPLIES	-	500	513	525	538	552	566	580	594	609	624
42 UNIFORM EXPENSE	300	-	-	-	-	-	-	-	-	-	-
43 FUEL & OIL SUPPLIES	-	3,463	3,550	3,638	3,729	3,823	3,918	4,016	4,116	4,219	4,325
44 BOOKS/PUBL/SUBSCR/MEMBERS	-	300	308	315	323	331	339	348	357	366	375
45 TRAINING & EDUCATION COST	-	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
46 PROFESSIONAL SERVICES	49,700	51,100	52,378	53,687	55,029	56,405	57,815	59,260	60,742	62,260	63,817
47 LEGAL/OFFICIAL ADVERTISING	3,100	3,100	3,178	3,257	3,338	3,422	3,507	3,595	3,685	3,777	3,871
48 OTHER SERVICES	108,400	79,900	81,898	83,945	86,044	88,195	90,400	92,660	94,976	97,350	99,784
49 REGULAR TRAVEL	1,600	1,600	1,640	1,681	1,723	1,766	1,810	1,856	1,902	1,949	1,998
50 COMMUNICATION SERVICES	2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
51 POSTAGE, FRT, EXPRESS	2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
52 UTILITY SERVICES	165,000	130,000	133,250	136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352
53 RENTALS & LEASES	4,600	5,100	5,228	5,358	5,492	5,629	5,770	5,914	6,062	6,214	6,369
54 INSURANCE/NON-EMPLOYEE	27,500	27,500	28,188	28,892	29,614	30,355	31,114	31,892	32,689	33,506	34,344
55 REPAIRS & MAINTENANCE	145,700	100,000	102,500	105,063	107,689	110,381	113,141	115,969	118,869	121,840	124,886

Schedule 5. Projection of Cash Outflows

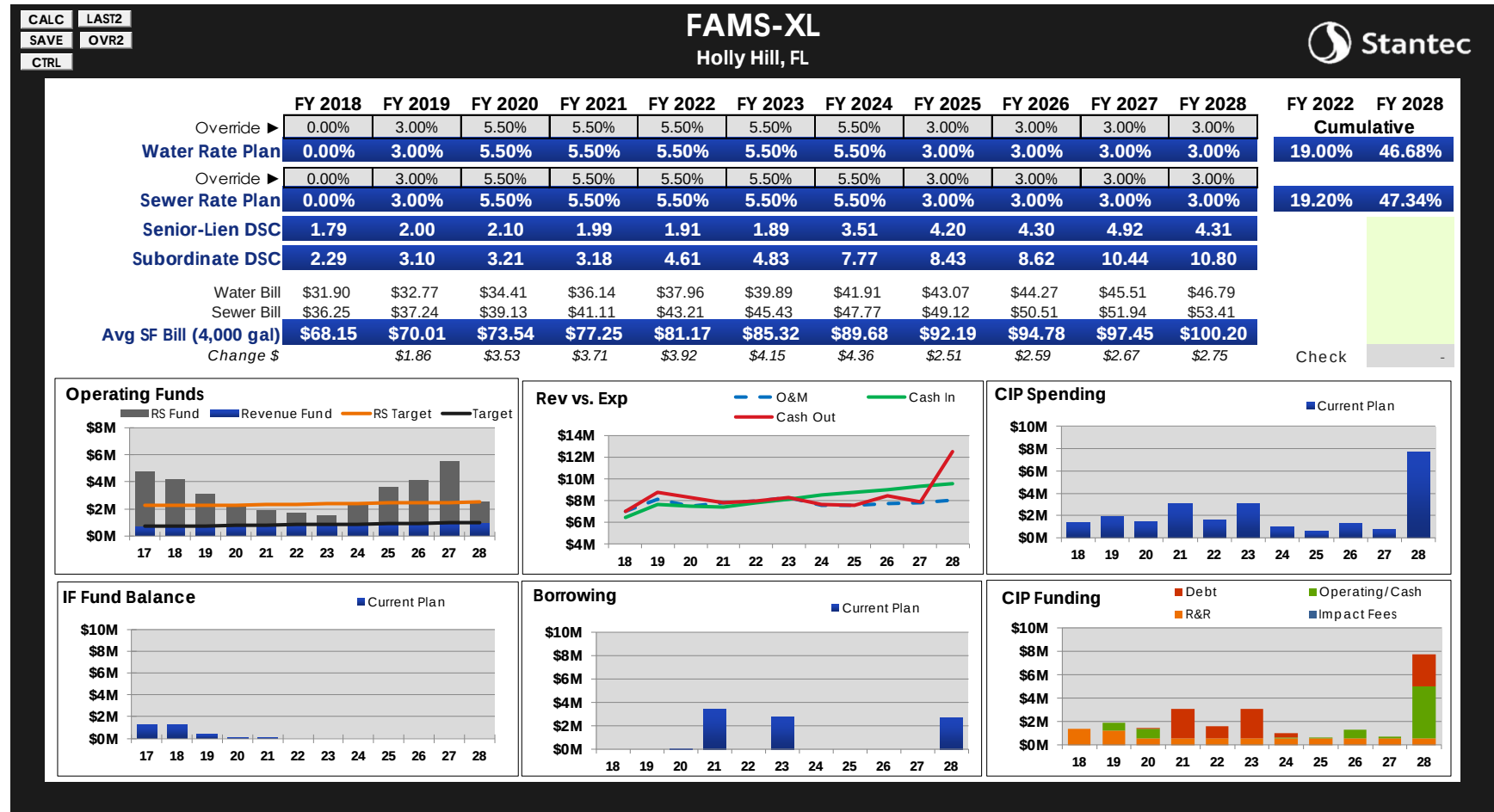
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expense Line Item											
56 MAINTENANCE CONTRACTS	15,100	15,800	16,195	16,600	17,015	17,440	17,876	18,323	18,781	19,251	19,732
57 FLEET CHARGES	18,000	53,210	54,540	55,904	57,301	58,734	60,202	61,707	63,250	64,831	66,452
58 REPAIR/MAINT CAPITAL-LIKE	4,000	2,800	2,870	2,942	3,015	3,091	3,168	3,247	3,328	3,412	3,497
59 PRINTING & BINDING	3,000	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
60 OTHER SPECIAL COSTS	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
61 BAD DEBT EXPENSE	15,000	15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733
62 OFFICE SUPPLIES	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
63 OPERATING SUPPLIES	190,700	191,900	196,698	201,615	206,655	211,822	217,117	222,545	228,109	233,812	239,657
64 SMALL TOOLS & EQUIPMENT	-	500	513	525	538	552	566	580	594	609	624
65 UNIFORM EXPENSE	3,100	3,100	3,178	3,257	3,338	3,422	3,507	3,595	3,685	3,777	3,871
66 FUEL & OIL SUPPLIES	20,600	13,850	14,196	14,551	14,915	15,288	15,670	16,062	16,463	16,875	17,297
67 MACH/EQUIP CAPITAL-LIKE	-	48,500	49,713	50,955	52,229	53,535	54,873	56,245	57,651	59,093	60,570
68 BOOKS/PUBL/SUBSCR/MEMBERS	1,800	2,600	2,665	2,732	2,800	2,870	2,942	3,015	3,091	3,168	3,247
69 TRAINING & EDUCATION COST	5,100	5,300	5,433	5,568	5,708	5,850	5,996	6,146	6,300	6,458	6,619
70 PROFESSIONAL SERVICES	180,700	118,700	121,668	124,709	127,827	131,023	134,298	137,656	141,097	144,624	148,240
71 LEGAL/OFFICIAL ADVERTISING	1,800	-	-	-	-	-	-	-	-	-	-
72 OTHER SERVICES	92,600	93,200	95,530	97,918	100,366	102,875	105,447	108,083	110,786	113,555	116,394
73 REGULAR TRAVEL	1,800	1,800	1,845	1,891	1,938	1,987	2,037	2,087	2,140	2,193	2,248
74 COMMUNICATION SERVICES	3,300	3,300	3,383	3,467	3,554	3,643	3,734	3,827	3,923	4,021	4,121
75 POSTAGE, FRT, EXPRESS	3,000	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
76 UTILITY SERVICES	140,000	120,000	123,000	126,075	129,227	132,458	135,769	139,163	142,642	146,208	149,864
77 RENTALS & LEASES	4,600	4,600	4,715	4,833	4,954	5,078	5,204	5,335	5,468	5,605	5,745
78 INSURANCE/NON-EMPLOYEE	26,000	26,000	26,650	27,316	27,999	28,699	29,417	30,152	30,906	31,678	32,470
79 REPAIRS & MAINTENANCE	325,500	240,359	246,368	252,527	258,840	265,311	271,944	278,743	285,711	292,854	300,175
80 MAINTENANCE CONTRACTS	2,600	2,600	2,665	2,732	2,800	2,870	2,942	3,015	3,091	3,168	3,247
81 FLEET CHARGES	18,300	60,155	61,659	63,200	64,780	66,400	68,060	69,761	71,505	73,293	75,125
82 REPAIR/MAINT CAPITAL-LIKE	138,900	58,800	60,270	61,777	63,321	64,904	66,527	68,190	69,895	71,642	73,433
83 PRINTING & BINDING	500	500	513	525	538	552	566	580	594	609	624
84 BAD DEBT EXPENSE	12,000	12,000	12,300	12,608	12,923	13,246	13,577	13,916	14,264	14,621	14,986
85 OFFICE SUPPLIES	1,500	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
86 OPERATING SUPPLIES	275,400	289,100	296,328	303,736	311,329	319,112	327,090	335,267	343,649	352,240	361,046
87 SMALL TOOLS & EQUIPMENT	4,500	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
88 UNIFORM EXPENSE	2,900	2,900	2,973	3,047	3,123	3,201	3,281	3,363	3,447	3,533	3,622
89 FUEL & OIL SUPPLIES	18,600	11,080	11,357	11,641	11,932	12,230	12,536	12,849	13,171	13,500	13,837
90 MACH/EQUIP CAPITAL-LIKE	20,200	46,600	47,765	48,959	50,183	51,438	52,724	54,042	55,393	56,778	58,197
91 BOOKS/PUBL/SUBSCR/MEMBERS	1,400	2,200	2,255	2,311	2,369	2,428	2,489	2,551	2,615	2,680	2,747
92 TRAINING & EDUCATION COST	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
93 INSURANCE CONTINGENCY	-	25,000	25,625	26,266	26,922	27,595	28,285	28,992	29,717	30,460	31,222
94 GENERAL LIABILITY	-	6,553	6,717	6,885	7,057	7,233	7,414	7,599	7,789	7,984	8,184
95 PROPERTY INSURANCE	-	61,228	62,759	64,328	65,936	67,584	69,274	71,006	72,781	74,600	76,465
96 PUBLIC OFFICIALS	-	5,615	5,755	5,899	6,047	6,198	6,353	6,512	6,674	6,841	7,012
97 AUTOMOBILE	-	13,804	14,149	14,503	14,865	15,237	15,618	16,008	16,409	16,819	17,239
98 INLAND MARINE/ENVIRON LIB	-	1,159	1,188	1,218	1,248	1,279	1,311	1,344	1,378	1,412	1,447
99 POLLUTION CONTROL	-	2,241	2,297	2,354	2,413	2,474	2,535	2,599	2,664	2,730	2,799
100 Total Operations and Maintenance	\$ 2,072,750	\$ 2,008,672	\$ 2,058,889	\$ 2,110,361	\$ 2,163,120	\$ 2,217,198	\$ 2,272,628	\$ 2,329,444	\$ 2,387,680	\$ 2,447,372	\$ 2,508,556
101 Minor Capital Outlay											
102 MACHINERY & EQUIPMENT	\$ -	\$ 408,700	\$ 75,000	\$ 76,875	\$ 78,797	\$ 80,767	\$ 82,786	\$ 84,856	\$ 86,977	\$ 89,151	\$ 91,380
103 MACHINERY & EQUIPMENT	34,000	-	-	-	-	-	-	-	-	-	-
104 MACHINERY & EQUIPMENT	32,900	-	-	-	-	-	-	-	-	-	-
105 Total Minor Capital Outlay	\$ 66,900	\$ 408,700	\$ 75,000	\$ 76,875	\$ 78,797	\$ 80,767	\$ 82,786	\$ 84,856	\$ 86,977	\$ 89,151	\$ 91,380

Schedule 5. Projection of Cash Outflows

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expense Line Item											
106 Total Expenses by Category											
107 Personal Services	\$ 1,662,498	\$ 1,726,200	\$ 1,826,527	\$ 1,933,213	\$ 1,999,101	\$ 2,068,717	\$ 2,142,370	\$ 2,220,398	\$ 2,303,170	\$ 2,391,093	\$ 2,484,611
108 Operations & Maintenance	2,072,750	2,008,672	2,058,889	2,110,361	2,163,120	2,217,198	2,272,628	2,329,444	2,387,680	2,447,372	2,508,556
109 Capital Outlay	66,900	408,700	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380
110 Total Expenses	\$ 3,802,148	\$ 4,143,572	\$ 3,960,416	\$ 4,120,449	\$ 4,241,018	\$ 4,366,682	\$ 4,497,784	\$ 4,634,697	\$ 4,777,827	\$ 4,927,616	\$ 5,084,547
111 Expense Execution Factors											
112 Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
113 Operations & Maintenance	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
114 Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
115 Total Expenses at Execution											
116 Personal Services	\$ 1,662,498	\$ 1,726,200	\$ 1,826,527	\$ 1,933,213	\$ 1,999,101	\$ 2,068,717	\$ 2,142,370	\$ 2,220,398	\$ 2,303,170	\$ 2,391,093	\$ 2,484,611
117 Operations & Maintenance	2,031,295	1,968,499	2,017,711	2,068,154	2,119,858	2,172,854	2,227,175	2,282,855	2,339,926	2,398,424	2,458,385
118 Capital Outlay	66,900	408,700	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380
119 Total Expenses at Execution	\$ 3,760,693	\$ 4,103,399	\$ 3,919,238	\$ 4,078,242	\$ 4,197,755	\$ 4,322,338	\$ 4,452,331	\$ 4,588,108	\$ 4,730,073	\$ 4,878,669	\$ 5,034,376
120 Transfers Out											
121 TRANSFER TO GENERAL FUND	\$ 588,100	\$ 848,810	\$ 870,030	\$ 891,781	\$ 914,076	\$ 936,927	\$ 960,351	\$ 984,359	\$ 1,008,968	\$ 1,034,193	\$ 1,060,047
122 Transfer to R&R Fund from Revenue for CII	-	250,000	-	-	-	-	-	-	-	-	-
123 Transfer to R&R Fund - \$3 R&R Charges	590,900	600,000	600,300	600,600	600,900	601,200	601,501	601,801	602,102	602,403	602,704
124 Transfer to R&R Fund from Reserves for CII	-	274,932	-	-	-	-	-	-	-	-	-
125 Total Transfers Out	\$ 1,179,000	\$ 1,973,742	\$ 1,470,330	\$ 1,492,381	\$ 1,514,976	\$ 1,538,128	\$ 1,561,851	\$ 1,586,161	\$ 1,611,070	\$ 1,636,596	\$ 1,662,751
126 Debt Service											
127 2005 W&W SYSTEM IMPROVEMENT REVENUE	\$ 111,600	\$ 106,549	\$ 108,998	\$ 105,151	\$ 106,808	\$ 108,275	\$ 104,646	\$ 105,921	\$ 107,006	\$ -	\$ -
128 2011 W&W SYSTEM IMPROVEMENT REVENUE	326,800	324,526	327,087	324,389	326,431	328,127	324,563	325,740	326,571	327,056	327,195
129 2012 W&W SYSTEM IMPROVEMENT REVENUE	929,800	933,244	931,425	929,314	936,813	928,970	-	-	-	-	-
130 2013 W&W SYSTEM IMPROVEMENT REVENUE	170,100	167,169	169,211	171,155	168,051	169,899	171,649	-	-	-	-
131 1998 SRF CLEAN WATER LOAN - 3.11%	160,600	153,917	156,227	158,609	-	-	-	-	-	-	-
132 2005 SRF CLEAN WATER LOAN - 2.12%	40,900	40,802	40,802	40,802	40,802	40,802	40,802	40,802	40,802	20,401	-
133 2007 SRF CLEAN WATER LOAN - 2.17%	329,300	296,590	299,469	302,593	305,417	308,488	311,627	314,834	318,111	321,460	324,882
134 Short-Term Bank Loan	-	-	30,157	30,157	30,157	30,157	30,157	30,157	30,157	-	-
135 Model Calculated Cumulative New Debt	-	-	770	177,213	365,564	519,335	583,773	583,773	583,773	583,773	732,985
136 Less: Portion of Debt Service Paid With Wa	-	(394,263)	(6,502)	(5,537)	(5,536)	(5,539)	(5,542)	(5,544)	(5,547)	(5,550)	(5,553)
137 Less: Portion of Debt Service Paid With Sev	-	(505,699)	(417,803)	(8,404)	(6,872)	(6,869)	(6,873)	(6,876)	(6,880)	(6,883)	(6,887)
138 Total Debt Service	\$ 2,069,100	\$ 1,122,835	\$ 1,639,840	\$ 2,225,441	\$ 2,267,635	\$ 2,421,645	\$ 1,554,802	\$ 1,388,806	\$ 1,393,993	\$ 1,240,257	\$ 1,372,622
139 Cash Funded CIP											
140 CIP Funded Through Revenue Fund	\$ -	\$ 658,366	\$ 828,549	\$ -	\$ -	\$ -	\$ 86,518	\$ 16,121	\$ 726,162	\$ 148,158	\$ 4,436,785
141 Total Cash Funded CIP	\$ -	\$ 658,366	\$ 828,549	\$ -	\$ -	\$ -	\$ 86,518	\$ 16,121	\$ 726,162	\$ 148,158	\$ 4,436,785
142 Total Cash Outflows	\$ 7,008,793	\$ 7,858,341	\$ 7,857,958	\$ 7,796,064	\$ 7,980,365	\$ 8,282,110	\$ 7,655,503	\$ 7,579,195	\$ 8,461,298	\$ 7,903,679	\$ 12,506,534

Schedule 6: Projection of Cash Inflows

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Rate Revenue Growth Assumptions											
2 Water											
3 % Change in Base Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
4 % Change in Usage Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
5 Sewer											
6 % Change in Base Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
7 % Change in Usage Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
8 Irrigation											
9 % Change in Base Revenue	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10 % Change in Usage Revenue	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
11 Assumed Rate Revenue Increases											
12 Assumed Water Rate Increase	N/A	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
13 Assumed Sewer Rate Increase	N/A	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
14 Assumed Irrigation Rate Increase	N/A	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
15 Water Rate Revenue											
16 Base Rate Revenue	\$ 1,346,002	\$ 1,387,076	\$ 1,464,097	\$ 1,545,394	\$ 1,631,206	\$ 1,721,783	\$ 1,817,389	\$ 1,872,847	\$ 1,929,997	\$ 1,988,890	\$ 2,049,581
17 Usage Rate Revenue	1,240,128	1,277,970	1,348,933	1,423,836	1,502,898	1,586,350	1,674,436	1,725,531	1,778,186	1,832,447	1,888,364
18 Total Water Rate Revenue	\$ 2,586,130	\$ 2,665,046	\$ 2,813,029	\$ 2,969,230	\$ 3,134,104	\$ 3,308,133	\$ 3,491,825	\$ 3,598,378	\$ 3,708,183	\$ 3,821,338	\$ 3,937,946
19 Sewer Rate Revenue											
20 Base Rate Revenue	\$ 1,556,401	\$ 1,603,894	\$ 1,692,954	\$ 1,786,960	\$ 1,886,185	\$ 1,990,920	\$ 2,101,471	\$ 2,165,598	\$ 2,231,681	\$ 2,299,781	\$ 2,369,959
21 Usage Rate Revenue	1,236,553	1,274,287	1,345,045	1,419,731	1,498,566	1,581,777	1,669,609	1,720,557	1,773,060	1,827,165	1,882,921
22 Total Sewer Rate Revenue	\$ 2,792,954	\$ 2,878,181	\$ 3,037,999	\$ 3,206,691	\$ 3,384,751	\$ 3,572,698	\$ 3,771,081	\$ 3,886,155	\$ 4,004,741	\$ 4,126,946	\$ 4,252,880
23 Irrigation Rate Revenue											
24 Base Rate Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25 Usage Rate Revenue	136,394	140,486	148,213	156,364	164,964	174,037	183,609	189,118	194,791	200,635	206,654
26 Total Irrigation Rate Revenue	\$ 136,394	\$ 140,486	\$ 148,213	\$ 156,364	\$ 164,964	\$ 174,037	\$ 183,609	\$ 189,118	\$ 194,791	\$ 200,635	\$ 206,654
27 Other Operating Revenue											
28 Stormwater	\$ -	\$ 61,771	\$ 63,161	\$ 64,582	\$ 66,035	\$ 67,521	\$ 69,040	\$ 70,593	\$ 72,182	\$ 73,806	\$ 75,467
29 Solid Waste	-	15,443	15,790	16,146	16,509	16,880	17,260	17,649	18,046	18,452	18,867
30 General Fund	-	30,886	31,581	32,292	33,018	33,761	34,521	35,297	36,091	36,904	37,734
31 Water Meter Connection	700	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
32 Water Service Charges	9,070	25,400	25,400	25,400	25,400	25,400	25,400	25,400	25,400	25,400	25,400
33 Water Cut-Off Charges	48,800	64,600	64,600	64,600	64,600	64,600	64,600	64,600	64,600	64,600	64,600
34 Water Hydrant Rental	10,584	12,800	12,800	12,800	12,800	12,800	12,800	12,800	12,800	12,800	12,800
35 Sewer Connection	1,000	500	500	500	500	500	500	500	500	500	500
36 Backflow Inspections	10	-	-	-	-	-	-	-	-	-	-
37 BPA Testing/MTCE Program	50	-	-	-	-	-	-	-	-	-	-
38 T-Mobile	15,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200
39 Sprint PCS	15,200	15,210	15,210	15,210	15,210	15,210	15,210	15,210	15,210	15,210	15,210
40 Penalty Revenues	210,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
41 Misc Revenues	8,500	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400
42 Inside City Limits	290,500	295,000	295,147	295,295	295,442	295,590	295,738	295,886	296,034	296,181	296,329
43 Outside City Limits	4,600	5,000	5,002	5,005	5,007	5,010	5,013	5,015	5,018	5,020	5,023
44 Inside City Limits	291,200	295,000	295,147	295,295	295,442	295,590	295,738	295,886	296,034	296,181	296,329
45 Outside City Limits	4,600	5,000	5,002	5,005	5,007	5,010	5,013	5,015	5,018	5,020	5,023
46 Total Other Operating Revenue	\$ 910,014	\$ 1,048,310	\$ 1,051,042	\$ 1,053,829	\$ 1,056,672	\$ 1,059,573	\$ 1,062,532	\$ 1,065,551	\$ 1,068,631	\$ 1,071,774	\$ 1,074,981
47 Interest Income											
48 Unrestricted	\$ 24,628	\$ 18,329	\$ 20,109	\$ 15,677	\$ 17,822	\$ 15,953	\$ 19,560	\$ 29,875	\$ 38,592	\$ 48,186	\$ 40,042
49 Total Interest Income	\$ 24,628	\$ 18,329	\$ 20,109	\$ 15,677	\$ 17,822	\$ 15,953	\$ 19,560	\$ 29,875	\$ 38,592	\$ 48,186	\$ 40,042
50 System Development Charges											
51 Water	\$ 5,525	\$ 5,528	\$ 5,531	\$ 5,533	\$ 5,536	\$ 5,539	\$ 5,542	\$ 5,544	\$ 5,547	\$ 5,550	\$ 5,553
52 Sewer	6,852	6,856	6,859	6,862	6,866	6,869	6,873	6,876	6,880	6,883	6,887
53 Total System Development Charges	\$ 12,377	\$ 12,383	\$ 12,390	\$ 12,396	\$ 12,402	\$ 12,408	\$ 12,414	\$ 12,421	\$ 12,427	\$ 12,433	\$ 12,439
54 Total Cash Inflows	\$ 6,462,497	\$ 6,762,735	\$ 7,082,782	\$ 7,414,188	\$ 7,770,715	\$ 8,142,801	\$ 8,541,021	\$ 8,781,497	\$ 9,027,365	\$ 9,281,312	\$ 9,524,942



Schedule 8: Pro Forma

		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Operating Revenue											
2	Water, Sewer, and Irrigation Rate Revenue	\$ 5,515,478	\$ 5,515,478	\$ 5,683,713	\$ 5,999,241	\$ 6,332,285	\$ 6,683,819	\$ 7,054,868	\$ 7,446,515	\$ 7,673,651	\$ 7,907,715	\$ 8,148,919
3	Change in Revenue From Growth	-	2,690	2,772	2,926	3,088	3,259	3,440	3,631	3,742	3,856	3,974
4	Subtotal	\$ 5,515,478	\$ 5,518,168	\$ 5,686,484	\$ 6,002,166	\$ 6,335,373	\$ 6,687,078	\$ 7,058,308	\$ 7,450,147	\$ 7,677,393	\$ 7,911,571	\$ 8,152,893
5	Weighted Average Rate Increase	0.00%	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
6	Additional Rate Revenue From Rate Increase	-	165,545	312,757	330,119	348,446	367,789	388,207	223,504	230,322	237,347	244,587
7	Total Rate Revenue	\$ 5,515,478	\$ 5,683,713	\$ 5,999,241	\$ 6,332,285	\$ 6,683,819	\$ 7,054,868	\$ 7,446,515	\$ 7,673,651	\$ 7,907,715	\$ 8,148,919	\$ 8,397,479
8	Plus: Other Operating Revenue	910,014	1,048,310	1,051,042	1,053,829	1,056,672	1,059,573	1,062,532	1,065,551	1,068,631	1,071,774	1,074,981
9	Equals: Total Operating Revenue	\$ 6,425,492	\$ 6,732,023	\$ 7,050,283	\$ 7,386,115	\$ 7,740,491	\$ 8,114,440	\$ 8,509,047	\$ 8,739,202	\$ 8,976,346	\$ 9,220,693	\$ 9,472,461
10	Less: Operating Expenses											
11	Personal Services	\$ (1,662,498)	\$ (1,726,200)	\$ (1,826,527)	\$ (1,933,213)	\$ (1,999,101)	\$ (2,068,717)	\$ (2,142,370)	\$ (2,220,398)	\$ (2,303,170)	\$ (2,391,093)	\$ (2,484,611)
12	Operations & Maintenance	(2,031,295)	(1,968,499)	(2,017,711)	(2,068,154)	(2,119,858)	(2,172,854)	(2,227,175)	(2,282,855)	(2,339,926)	(2,398,424)	(2,458,385)
13	Equals: Net Operating Income	\$ 2,731,699	\$ 3,037,324	\$ 3,206,044	\$ 3,384,747	\$ 3,621,533	\$ 3,872,870	\$ 4,139,502	\$ 4,235,949	\$ 4,333,250	\$ 4,431,175	\$ 4,529,465
14	Plus: Non-Operating Income/(Expense)											
15	Interest Income	\$ 24,628	\$ 18,329	\$ 20,109	\$ 15,677	\$ 17,822	\$ 15,953	\$ 19,560	\$ 29,875	\$ 38,592	\$ 48,186	\$ 40,042
16	Water System Development Charges	5,525	5,528	5,531	5,533	5,536	5,539	5,542	5,544	5,547	5,550	5,553
17	Sewer System Development Charges	6,852	6,856	6,859	6,862	6,866	6,869	6,873	6,876	6,880	6,883	6,887
18	Equals: Net Income	\$ 2,768,704	\$ 3,068,037	\$ 3,238,543	\$ 3,412,821	\$ 3,651,756	\$ 3,901,230	\$ 4,171,476	\$ 4,278,245	\$ 4,384,269	\$ 4,491,795	\$ 4,581,947
19	Less: Revenues Excluded From Coverage Test											
20	Water & Sewer System Development Charges	\$ (12,377)	\$ (12,383)	\$ (12,390)	\$ (12,396)	\$ (12,402)	\$ (12,408)	\$ (12,414)	\$ (12,421)	\$ (12,427)	\$ (12,433)	\$ (12,439)
21	Equals: Net Income Available For Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
22	Senior Lien Debt Service Coverage Test											
23	Net Income Available for Senior-Lien Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
24	Existing Senior-Lien Debt	1,538,300	1,531,488	1,536,721	1,530,009	1,538,103	1,535,271	600,858	431,661	433,577	327,056	327,195
25	Cumulative New Senior Lien Debt Service (model calculated)	-	-	770	177,213	365,564	519,335	583,773	583,773	583,773	583,773	732,985
26	Total Annual Senior-Lien Debt Service	\$ 1,538,300	\$ 1,531,488	\$ 1,537,491	\$ 1,707,222	\$ 1,903,667	\$ 2,054,606	\$ 1,184,631	\$ 1,015,434	\$ 1,017,350	\$ 910,829	\$ 1,060,180
27	Calculated Senior-Lien Debt Service Coverage	Req. 1.50	1.79	2.00	2.10	1.99	1.91	1.89	3.51	4.20	4.30	4.31
28	Subordinate Debt Service Coverage Test											
29	Net Income Available for Subordinate Debt Service	\$ 1,218,027	\$ 1,524,165	\$ 1,688,662	\$ 1,693,203	\$ 1,735,687	\$ 1,834,216	\$ 2,974,431	\$ 3,250,390	\$ 3,354,492	\$ 3,568,533	\$ 3,509,328
30	Existing Subordinate Debt	530,800	491,309	526,654	532,160	376,376	379,447	382,586	385,793	389,070	341,861	324,882
31	Cumulative New Subordinate Debt Service (model calculated)	-	-	-	-	-	-	-	-	-	-	-
32	Total Annual Subordinate Debt Service	\$ 530,800	\$ 491,309	\$ 526,654	\$ 532,160	\$ 376,376	\$ 379,447	\$ 382,586	\$ 385,793	\$ 389,070	\$ 341,861	\$ 324,882
33	Calculated Subordinate Debt Service Coverage	Req. 1.25	2.29	3.10	3.21	3.18	4.61	4.83	7.77	8.43	8.62	10.44
34	Total All-In Debt Service Coverage Test											
35	Net Income Available for Subordinate Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
36	Total Senior-Lien Debt Service	1,538,300	1,531,488	1,537,491	1,707,222	1,903,667	2,054,606	1,184,631	1,015,434	1,017,350	910,829	1,060,180
37	Total Subordinate Debt Service	530,800	491,309	526,654	532,160	376,376	379,447	382,586	385,793	389,070	341,861	324,882
38	Total Annual Debt Service	\$ 2,069,100	\$ 2,022,797	\$ 2,064,146	\$ 2,239,382	\$ 2,280,043	\$ 2,434,053	\$ 1,567,216	\$ 1,401,226	\$ 1,406,420	\$ 1,252,690	\$ 1,385,062
39	Calculated All-In Debt Service Coverage	1.33	1.51	1.56	1.52	1.60	1.60	2.65	3.04	3.11	3.58	3.30
40	Cash Flow Test											
41	Net Income Available For Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
42	Less: Non-Operating Expenditures											
43	Net Interfund Transfers (In - Out)	(1,179,000)	(1,973,742)	(1,470,330)	(1,492,381)	(1,514,976)	(1,538,128)	(1,561,851)	(1,586,161)	(1,611,070)	(1,636,596)	(1,662,751)
44	Net Debt Service Payment (Debt Service - SDC Payment)	(2,069,100)	(1,122,835)	(1,639,840)	(2,225,441)	(2,267,635)	(2,421,645)	(1,554,802)	(1,388,806)	(1,393,993)	(1,240,257)	(1,372,622)
45	Capital Outlay	(66,900)	(408,700)	(75,000)	(76,875)	(78,797)	(80,767)	(82,786)	(84,856)	(86,977)	(89,151)	(91,380)
46	Net Cash Flow	\$ (558,673)	\$ (449,624)	\$ 40,983	\$ (394,272)	\$ (222,053)	\$ (151,717)	\$ 959,622	\$ 1,206,002	\$ 1,279,802	\$ 1,513,358	\$ 1,442,754
47	Unrestricted Reserve Fund Test											
48	Balance At Beginning Of Fiscal Year	\$ 3,223,076	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630
49	Cash Flow Surplus/(Deficit)	-	-	40,983	(394,272)	(222,053)	(151,717)	959,622	1,206,002	1,279,802	1,513,358	1,442,754
50	Reserve Fund Balance Used For Cash Flow Deficit	(558,673)	(449,624)	-	-	-	-	-	-	-	-	-
51	Projects Paid With Reserve Funds	-	(658,366)	(828,549)	-	-	-	(86,518)	(16,121)	(726,162)	(148,158)	(4,436,785)
52	Balance At End Of Fiscal Year	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630	\$ 988,599
53	Minimum Working Capital Reserve Target	738,759	738,940	768,848	800,273	823,792	848,314	873,909	900,650	928,619	957,903	988,599
54	Excess/(Deficiency) Of Working Capital To Target	\$ 1,925,644	\$ 817,473	\$ -	\$ (425,698)	\$ (671,269)	\$ (847,509)	\$ -	\$ 1,163,140	\$ 1,688,811	\$ 3,024,727	\$ -

Schedule 9: Funding Summary

FINAL CAPITAL PROJECTS FUNDING SOURCES	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
RENEWAL & REPLACEMENT	\$ 1,370,000	\$ 1,271,834	\$ 600,300	\$ 600,600	\$ 600,900	\$ 601,200	\$ 601,501	\$ 601,801	\$ 602,102	\$ 602,403	\$ 602,704
REVENUE FUND	-	658,366	828,549	-	-	-	86,518	16,121	726,162	148,158	4,436,785
SENIOR-LIEN DEBT PROCEEDS	-	-	15,726	2,474,684	997,213	2,492,542	303,160	-	-	-	2,730,436
TOTAL PROJECTS PAID	\$ 1,370,000	\$ 1,930,200	\$ 1,444,575	\$ 3,075,284	\$ 1,598,113	\$ 3,093,742	\$ 991,179	\$ 617,922	\$ 1,328,264	\$ 750,561	\$ 7,769,924

Schedule 10: Detailed Funding

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
WATER IMPACT FEES											
Balance At Beginning Of Fiscal Year	\$ 381,290	\$ 388,735	\$ 972	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	5,525	5,528	5,531	5,533	5,536	5,539	5,542	5,544	5,547	5,550	5,553
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	(394,263)	(6,502)	(5,537)	(5,536)	(5,539)	(5,542)	(5,544)	(5,547)	(5,550)	(5,553)
Subtotal	\$ 386,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 386,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 386,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	1,920	972	4	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 388,735	\$ 972	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SEWER IMPACT FEES											
Balance At Beginning Of Fiscal Year	\$ 895,157	\$ 906,502	\$ 410,944	\$ 1,541	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	6,852	6,856	6,859	6,862	6,866	6,869	6,873	6,876	6,880	6,883	6,887
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	(505,699)	(417,803)	(8,404)	(6,872)	(6,869)	(6,873)	(6,876)	(6,880)	(6,883)	(6,887)
Subtotal	\$ 902,009	\$ 407,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 902,009	\$ 407,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 902,009	\$ 407,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	4,493	3,285	1,541	6	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 906,502	\$ 410,944	\$ 1,541	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RENEWAL & REPLACEMENT											
Balance At Beginning Of Fiscal Year	\$ 852,734	\$ 73,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	590,900	1,198,200	600,300	600,600	600,900	601,200	601,501	601,801	602,102	602,403	602,704
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,443,634	\$ 1,271,834	\$ 600,300	\$ 600,600	\$ 600,900	\$ 601,200	\$ 601,501	\$ 601,801	\$ 602,102	\$ 602,403	\$ 602,704
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 1,443,634	\$ 1,271,834	\$ 600,300	\$ 600,600	\$ 600,900	\$ 601,200	\$ 601,501	\$ 601,801	\$ 602,102	\$ 602,403	\$ 602,704
Amount Paid For Projects	(1,370,000)	(1,271,834)	(600,300)	(600,600)	(600,900)	(601,200)	(601,501)	(601,801)	(602,102)	(602,403)	(602,704)
Subtotal	\$ 73,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	2,316	184	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	(2,316)	(184)	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 73,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RATE STABILIZATION											
Balance At Beginning Of Fiscal Year	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Annual Revenues	-	-	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	7,593	7,593	11,390	11,390	15,186	15,186	15,186	15,186	15,186	15,186	15,186
Less: Interest Allocated To Cash Flow	(7,593)	(7,593)	(11,390)	(11,390)	(15,186)	(15,186)	(15,186)	(15,186)	(15,186)	(15,186)	(15,186)
Balance At End Of Fiscal Year	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611

Schedule 10: Detailed Funding

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
REVENUE FUND											
Balance At Beginning Of Fiscal Year	\$ 3,223,076	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630
Net Cash Flow	(558,673)	(449,624)	40,983	(394,272)	(222,053)	(151,717)	959,622	1,206,002	1,279,802	1,513,358	1,442,754
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 2,664,402	\$ 2,214,779	\$ 1,597,396	\$ 374,575	\$ 152,523	\$ 805	\$ 960,427	\$ 2,079,911	\$ 3,343,592	\$ 4,130,788	\$ 5,425,384
Less: Restricted Funds	(738,759)	(738,940)	(768,848)	(374,575)	(152,523)	(805)	(873,909)	(900,650)	(928,619)	(957,903)	(988,599)
Total Amount Available For Projects	\$ 1,925,644	\$ 1,475,839	\$ 828,549	\$ -	\$ -	\$ -	\$ 86,518	\$ 1,179,260	\$ 2,414,973	\$ 3,172,885	\$ 4,436,785
Amount Paid For Projects	-	(658,366)	(828,549)	-	-	-	(86,518)	(16,121)	(726,162)	(148,158)	(4,436,785)
Subtotal	\$ 1,925,644	\$ 817,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,163,140	\$ 1,688,811	\$ 3,024,727	\$ -
Add Back: Restricted Funds	738,759	738,940	768,848	374,575	152,523	805	873,909	900,650	928,619	957,903	988,599
Plus: Interest Earnings	14,719	10,552	8,720	4,288	2,635	767	4,374	14,688	23,406	33,000	24,856
Less: Interest Allocated To Cash Flow	(14,719)	(10,552)	(8,720)	(4,288)	(2,635)	(767)	(4,374)	(14,688)	(23,406)	(33,000)	(24,856)
Balance At End Of Fiscal Year	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630	\$ 988,599
RESTRICTED RESERVES											
Balance At Beginning Of Fiscal Year	\$ -	\$ -	\$ -	\$ 1,055	\$ 366,943	\$ 370,612	\$ 593,618	\$ 599,554	\$ 605,550	\$ 611,605	\$ 617,721
Add: Additional Funds:	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	-	-	1,051	364,513	-	218,209	-	-	-	-	194,130
Other Additional Funds	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	\$ -	\$ 1,051	\$ 365,568	\$ 366,943	\$ 588,821	\$ 593,618	\$ 599,554	\$ 605,550	\$ 611,605	\$ 811,851
Plus: Interest Earnings	-	-	4	1,375	3,669	4,797	5,936	5,996	6,055	6,116	7,148
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ -	\$ -	\$ 1,055	\$ 366,943	\$ 370,612	\$ 593,618	\$ 599,554	\$ 605,550	\$ 611,605	\$ 617,721	\$ 818,999

Schedule 11: Long-Term Borrowing

Long-Term Borrowing Projections**Schedule 11**

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Term (Years)	30	30	30	15	15	25	30	30	30	30	30
Interest Rate	3.50%	4.00%	4.50%	4.50%	4.50%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sources of Funds											
Par Amount	\$ -	\$ -	\$ 17,120	\$ 3,914,704	\$ -	\$ 3,075,419	\$ -	\$ -	\$ -	\$ -	\$ 2,984,250
Uses of Funds											
Proceeds	\$ -	\$ -	\$ 15,726	\$ 3,471,897	\$ -	\$ 2,795,702	\$ -	\$ -	\$ -	\$ -	\$ 2,730,436
Cost of Issuance	-	-	342	78,294	-	61,508	-	-	-	-	59,685
Debt Service Reserve	-	-	1,051	364,513	-	218,209	-	-	-	-	194,130
Other Costs	-	-	-	-	-	-	-	-	-	-	-
Total Uses	\$ -	\$ -	\$ 17,120	\$ 3,914,704	\$ -	\$ 3,075,419	\$ -	\$ -	\$ -	\$ -	\$ 2,984,250
1 Year Interest	\$ -	\$ -	\$ 770	\$ 176,162	\$ -	\$ 153,771	\$ -	\$ -	\$ -	\$ -	\$ 149,213
Annual Debt Service	\$ -	\$ -	\$ 1,051	\$ 364,513	\$ -	\$ 218,209	\$ -	\$ -	\$ -	\$ -	\$ 194,130
Total Debt Service	\$ -	\$ -	\$ 31,531	\$ 5,467,695	\$ -	\$ 5,455,213	\$ -	\$ -	\$ -	\$ -	\$ 5,823,892
New Annual Long-Term Debt Service	\$ -	\$ -	\$ 770	\$ 177,213	\$ 365,564	\$ 519,335	\$ 583,773	\$ 583,773	\$ 583,773	\$ 583,773	\$ 732,985



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

**City Commission
Ordinance**

8.1

MEETING DATE: July 23, 2019
FROM: Joseph Forte
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-49 of the Holly Hill Code of Ordinance to Change When Water and Sewer Impact Fees Are Paid; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2019-O-3017
APPLICANT:
PLANNER:

DISCUSSION:

Florida law was amended in 2019 to prohibit a local government from collecting impact fees prior to the date of issuance of a building permit. Currently, the Holly Hill water and sewer impact fees are required to be paid prior to the issuance of a building permit, which is inconsistent with the new law.

This change to the ordinance will bring the water and waste water impact fee payment schedule into compliance with the new state law. It should be noted that all other impact fees levied by the City of Holly Hill are scheduled to be paid prior to issuance of the certificate of occupancy.

FISCAL ANALYSIS:

There is no fiscal impact to this change.

STAFF RECOMMENDATION:

Approve Ordinance as submitted by staff.

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:

APPROVE THE SECOND READING OF ORDINANCE 3017, AMENDING SECTION 70-49 OF THE HOLLY HILL CODE OF ORDINANCE, TO CHANGE WHEN WATER AND SEWER IMPACT FEES ARE PAID.

HISTORY:

07/09/19

City Commission

APPROVED AT 1ST READING

Next: 07/23/19

Mayor Via opened public participation. No one spoke.

Ordinance No. 2019-3017

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-49 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE WHEN WATER AND SEWER IMPACT FEES ARE PAID; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-49 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE WHEN WATER AND SEWER IMPACT FEES ARE PAID; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida law was amended in 2019 to prohibit a local government from collecting impact fees prior to the date of issuance of a building permit; and

WHEREAS, currently water and sewer impact fees are required to be paid prior to the issuance of a building permit, which is inconsistent with the new law; and

WHEREAS, all other impact fees levied by the City are to be paid prior to issuance of the certificate of occupancy; and

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) the characters are deletions from the text.

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

SECTION 1. The City Commission of the City of Holly Hill, hereby amends Section 70-49 (When payable; penalty for nonpayment.) to read as follows:

Sec. 70-49. - When payable; penalty for nonpayment.

(a) Except as provided in this division, the fee provided in section 70-47, shall be imposed

on every equivalent living unit initially connected to the city's water supply system or wastewater treatment system after April 23, 1991, whether those units are new or existing and whether those units are inside or outside the municipal limits.

- (b) The impact fees due under this division shall be paid prior to the issuance of a certificate of occupancy. ~~building permit~~.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019 for second reading.