CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JULY 27, 2021

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner John Danio
c. Pledge of Allegiance

2. BUDGET AGENDA ITEM

1. Maximum Millage - Fiscal Year 2021-2022

   (Requested by Stella Gurnee, Finance)

3. PRESENTATION

1. FY2020 Annual Comprehensive Financial Report Presentation Presented by James Halleran, James Moore & Co., CPAs.

   (Requested by Stella Gurnee, Finance)

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

1. Minutes - July 13, 2021, Budget Workshop and July 13, 2021, Regular City Commission and CRA Meeting

   (Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 5)

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 –2021-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the First One (1) Year Extension of the Continuing Architectural Services Agreement Between the City of Holly Hill and Hall & Ogle Architects and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2021-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order #7 for RJ Landscape Contractors for $27,090.00, and Authorizing the City Manager to Execute Any Contract Documents; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2021-R-45 A Resolution of the City of Holly Hill, Florida, Approving the Agreement and Authorizing the City Manager to Execute a Renewal Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc.; Establishing Terms and Conditions of the Agreement; and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

4. Resolution –2021-R-46 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a One (1) Year Contract Extension and $30,000.00 Annual Purchase Amount to Increase the Purchase Order for the Purchase of High Calcium Quicklime for the Water Treatment Plant for the Remainder of FY20-21; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. SunTrust Deposit Account Resolution and Authorization for Business Entities

   (Requested by Stella Gurnee, Finance)

7. REGULAR AGENDA

1. Resolution –2021-R-47 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 2020-2021; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

2. Resolution –2021-R-48 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding S.E. Cline Construction, Inc., the Contract for the "Sunrise Park North - Northern Bulkhead Replacement", Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

8. PUBLIC HEARING

1. Ordinance –2021-O-3041 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Cc-1 (Commercial Corridor District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

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.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 27, 2021**
FROM: **Stella Gurnee**
SUBJECT: **Maximum Millage - Fiscal Year 2021-2022**
NUMBER: **(ID # 3390)**
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 6.25 mills per $1,000 of assessed taxable value; the current taxable value is $737,719,097. With the proposed rate preliminary ad valorem taxes for fiscal year 2022 would be $4,380,207 at 95%.

The current year rolled-back millage rate is 6.0034 mills per $1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2022 would be $4,207,382 at 95%. The maximum millage is 4.11% above the rolled-back millage rate.

In addition, the City must establish public hearings dates within 35 days of the final tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2022.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Establish Maximum Millage rate for Fiscal Year 2021-2022 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 OF 6.25 MILLS TO BE ADVERTISED AS PART OF THE 2021 TRIM NOTICE AND ESTABLISH THE BUDGET HEARING DATES FOR FISCAL YEAR 2022 ON SEPTEMBER 13, 2021 AT 6:00 PM AND SEPTEMBER 28, 2021 AT 6:00 PM.

- DR420 for maximum millage 07 27 2021 (PDF)
- DR420 TIF for maximum millage 07 27 2021 (PDF)
- DR420MM for maximum millage 07 27 2021 (PDF)

Reset Form | Print

DR-420
R. 5/12
Rule 12D-16.
Florida Administrative C
Effective 11

CERTIFICATION OF TAXABLE VALUE

Year : 2021	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	$ 673,004,479			(1
2.	Current year taxable value of personal property for operating purposes	$ 61,116,810			(2
3.	Current year taxable value of centrally assessed property for operating purposes	$ 3,597,808			(3
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 737,719,097			(4
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.)	$ 4,934,043			(5
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 732,785,054			(6
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 705,969,306			(7
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	(8
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, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/23/2021 10:00 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 *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	6.2500	per $1,000	(10
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 4,412,308		(11
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 1,252,178		(12
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 3,160,130		(13
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 206,395,543		(14
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 526,389,511		(15
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	6.0034	per $1000	(16
17.	Current year proposed operating millage rate	6.2500	per $1000	(17
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 4,610,744		(18

Continued on page 2

Attachment: DR420 for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

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 **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. *(The sum of Line 13 from all DR-420 forms)*	$ 3,160,130		(2
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	6.0034	per $1,000	(2
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 4,428,823		(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. *(The sum of Line 18 from all DR-420 forms)*	$ 4,610,744		(2
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	6.2500	per $1,000	(2
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	4.11 %		(2

First public budget hearing	Date :	Time :	Place :

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 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 : 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

Instructions on page 3

Attachment: DR420 for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

"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. "Dependd 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 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 the governing body of a single county or a single municipality.
- The district has a budget that requires approval through a affirmative vote or can be vetoed by the governing boc of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.40 (3), F.S.) means a special district that is not a dependei special district as defined above. A district that includes mor 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 increme 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.

Attachment: DR420 for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

FLORIDA

Reset Form | Print Form

2.1.b

Rule 12D-16.002
Florida Administrative C
Effective 11

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2021	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	$ 305,600,685	(1
2.	Base year taxable value in the tax increment area	$ 88,342,219	(2
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 217,258,466	(3
4.	Prior year Final taxable value in the tax increment area	$ 299,235,299	(4
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 210,893,080	(5

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge

Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/23/2021 10:00 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 *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 206,395,543	(6
6c.	Amount of payment to redevelopment trust fund in prior year	$ 1,252,178	(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 *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7

SIGN HERE

Taxing Authority Certification — **I certify the calculations, millages and rates are correct to the best of my knowledg**

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

Attachment: DR420 TIF for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

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 ta 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 sei the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Sectic
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 redevelopmen trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculati other than a specific proportion. Do not complete both Lines 6 and 7.

Attachment: DR420 TIF for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

Reset Form | Print F

DR-420MM-P
R. 5/12
Rule 12D-16.
Florida Administrative C
Effective 11

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Year: **2021**	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	6.0034	per $1,000	(
3.	Prior year maximum millage rate with a majority vote from ***2020*** Form DR-420MM, Line 13	16.6347	per $1,000	(
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	6.2500	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	$ 705,969,306		(
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$ 11,743,588		(
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	$ 1,252,178		(
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$ 10,491,410		(
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$ 526,389,511		(
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	19.9309	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)***	19.9309	per $1,000	(
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0443**	(
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	20.8138	per $1,000	(
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	22.8952	per $1,000	(
15.	Current year proposed millage rate	6.2500	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 equ 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)***	20.8138	per $1,000	(
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 737,719,097		(

Continued on page 2

Attachment: DR420MM for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

Taxing Authority :
HOLLY HILL OPERATING

19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$ 4,610,744	(1
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$ 15,354,738	(2

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(2
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$ 4,610,744	(2

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$ 0	(2
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$ 15,354,738	(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: DR420MM for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

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 2021 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 2020 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 2020 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: DR420MM for maximum millage 07 27 2021 (3390 : Maximum Millage - Fiscal Year 2021-2022)

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/Forms.aspx

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 07/27/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Stella Gurnee
Initiator: Stella Gurnee
Sponsors:
DOC ID: 3391

PRESENTATION (ID # 3391)

FY2020 Annual Comprehensive Financial Report Presentation Presented by James Halleran, James Moore & Co., CPAs.

City of Holly Hill, Florida

Annual Comprehensive Financial Report

Fiscal Year Ended September 30, 2020



Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Prepared by:
The Holly Hill Finance Department

HOLLY HILL
FLORIDA

THIS PAGE LEFT INTENTIONALLY BLANK.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
TABLE OF CONTENTS
SEPTEMBER 30, 2020

Introductory Section

City Commission Members and Officials 1
Letter of Transmittal ..... 3 - 5
Organizational Chart 6
Certificate of Achievement for Excellence in Financial Reporting 7

Financial Section

Independent Auditors' Report ..... 9 - 11
Management's Discussion and Analysis ..... 13 - 24
Basic Financial Statements
Government-wide Financial Statements
Statement of Net Position 26
Statement of Activities 27
Fund Financial Statements
Balance Sheet – Governmental Funds 28
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position 29
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 30
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 31
Statement of Net Position – Proprietary Funds 32
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 33
Statement of Cash Flows – Proprietary Funds 34
Statement of Fiduciary Net Position – Fiduciary Funds 35
Statement of Changes in Fiduciary Net Position – Fiduciary Funds 36
Notes to the Financial Statements ..... 37 - 77

Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual:
General Fund 80
Community Redevelopment Fund 81
Schedule of Changes in Total OPEB Liability and Related Ratios 82
Schedule of Proportionate Share of Net Pension Liability – FRS and HIS 83
Schedule of Contributions – FRS and HIS 84
Schedule of Changes in Net Pension Liability and Related Ratios – Police Officers' Pension Plan 85
Schedule of Contributions – Police Officers' Pension Plan 86
Schedule of Changes in Net Pension Liability and Related Ratios – Firefighters' Pension Plan 87
Schedule of Contributions – Firefighters' Pension Plan 88

Supplementary Information
Combining Balance Sheet – Nonmajor Governmental Funds 90
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds 91
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Impact Fees Trust Fund 92
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Law Enforcement Trust Fund 93
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Capital Projects Fund 94

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Combining Statement of Net Position – Internal Service Funds 95
Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds 96
Combining Statement of Cash Flows – Internal Service Funds 97

Statistical Section

Table I Net Position by Component – Last Ten Fiscal Years ..... 100 - 101
Table II Changes in Net Position – Last Ten Fiscal Years ..... 102 - 105
Table III Fund Balances – Governmental Funds – Last Ten Fiscal Years ..... 106 - 107
Table IV Changes in Fund Balances – Governmental Funds – Last Ten Fiscal Years ..... 108 - 109
Table V Assessed Value and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years 110
Table VI Property Tax Rates and Tax Levies – All Direct and Overlapping Governments - Last Ten Fiscal Years 111
Table VII Principal Property Taxpayers – Current and Nine Years Ago 112
Table VIII Property Tax Levies and Collections – Last Ten Fiscal Years 113
Table IX Water Produced and Consumed/Wastewater Treated – Last Ten Fiscal Years 114
Table X Water and Sewer Utility Rates – Last Ten Fiscal Years ..... 115 - 117
Table XI Ten Largest Water and Sewer Customers – Current and Nine Years Ago 118
Table XII Ratios of Outstanding Debt by Type – Last Ten Fiscal Years 119
Table XIII Ratios of General Bonded Debt Outstanding – Last Ten Fiscal Years 120
Table XIV Direct and Overlapping Governmental Activities Debt 121
Table XV Legal Debt Margin Information 122
Table XVI Pledged Revenue Coverage – Last Ten Fiscal Years ..... 123 - 124
Table XVII Demographic and Economic Statistics – Last Ten Fiscal Years 125
Table XVIII Principal Employers – Current and Nine Years Ago 126
Table XIX Full-Time Equivalent Government Employees by Function/Program – Last Ten Fiscal Years 127
Table XX Operating Indicators by Function/Program – Last Ten Fiscal Years 128
Table XXI Capital Asset Statistics by Function/Program – Last Ten Fiscal Years 129

Other Reports

Independent Auditors' Report on Internal Control over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements in Accordance with *Government Auditing Standards* ..... 130 - 131
Independent Auditors' Management Letter Required by Chapter 10.550, Rules of the State of Florida Office of the Auditor General ..... 132 - 133
Independent Accountants' Examination Report 134
Impact Fee Affidavit 135
Management's Response to Findings 136

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

City of Holly Hill, Florida

Annual Comprehensive Financial Report

For the Fiscal Year Ended September 30, 2020

HOLLY HILL
FLORIDA

City Commission

Honorable Chris Via, Mayor

District 1 – John Penny, Vice Mayor

District 2 – Penny Currie, Commissioner

District 3 – John Danio, Commissioner

District 4 – Roy Johnson, Commissioner

City Manager

Joe Forte

City Attorney

Scott Simpson

Finance Director

Stella Gurnee

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

THIS PAGE LEFT INTENTIONALLY BLANK.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

June 30, 2021

To the Honorable Mayor and City Commissioners, and
City of Holly Hill, Florida

City Charter and State law requires that all general-purpose local governments publish a complete set of financial statements presented in conformity with the generally accepted accounting principles in the United States of America (GAAP) and that they be audited in accordance with generally accepted auditing standards in the United States of America by a firm of licensed certified public accountants. Pursuant to the requirement, it is with great pleasure that we present to the City of Holly Hill, the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30th, 2020.

This report consists of management's representations concerning the finances of the City of Holly Hill. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Holly Hill has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Holly Hill's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Holly Hill's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

James Moore and Co., P.L., a firm of licensed certified public accountants, has issued an unmodified opinion on the City of Holly Hill's financial statements for the fiscal year ended September 30, 2020. The independent auditor's report is located at the front of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report. GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

Profile of Government

The City of Holly Hill, incorporated in 1901, is located in east central Florida on the west bank of the Halifax River. The City of Holly Hill operates under the commission-manager form of government. The City Manager is responsible for carrying out the policies and ordinances of the City Commission, for overseeing the day-to-day operations of the City and for appointing the heads of various departments. In addition to supervising the daily operations, the City Manager works with elected officials, committees and citizens to plan for the future of the community.

The City of Holly Hill currently occupies a land area of 3.96 square miles. The City of Holly Hill is empowered to levy a property tax on both real and personal properties located within its boundaries. It also

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Commission.

The City of Holly Hill provides a full range of services, including police, fire and rescue, street construction and maintenance, planning and zoning, parks and recreation, cultural events, and general administrative services. In addition, water and sewer service, storm water management services and solid waste collection are provided under an Enterprise Fund concept with user charges established by the City Commission to ensure adequate coverage of operating expenses and payments on outstanding debt. The City of Holly Hill provides water and sewer service outside the city limits, including to the City of Ormond Beach, City of Daytona Beach and certain unincorporated parts of Volusia County. The City of Holly Hill contracts with private enterprise for solid waste collection.

Local Economy

The local area unemployment rate increased from 3.2 percent in FY 2019 to 6.3 percent in FY 2020, which is slightly lower than the state unemployment rate of 7.2 percent. These increases are primarily due to the significant impact of global pandemic. As the local area stabilizes from the pandemic the opportunity for additional growth exists in an already dynamic business and industrial community. The City is actively encouraging new and expanded business development in core commercial areas by providing assistance whenever possible through its Community Redevelopment Area.

Financial Planning and Budgeting

The City continued to stress expenditure control in preparing the FY2020 General Fund budget. The City ad valorem millage rate for FY2020 was 6.25, which was 1.24% more than the rolled-back rate. The millage rate of 6.25 was a result of increased property taxable value of 5.53% due to an increase in property assessments and new construction.

The City adopts a five-year capital improvement plan that identifies future funding needs to maintain, repair and upgrade capital assets and infrastructure including road resurfacing, water line upgrades and vehicle and technology replacement programs within the funding constraints. It should be noted; however, that the CIP is not a fixed document but a flexible, evolutionary document that may change to reflect changing priorities, opportunities, costs, or different financing approaches.

Relevant Financial Policies

The City Commission recognizes that maintaining a prudent level of unreserved fund balance is necessary to protect the city against reducing service levels, emergencies or natural disasters, unanticipated economic downturns, or unpredicted one-time expenditures. They also provide flexibility to respond to unexpected opportunities. Credit rating agencies also monitor levels of fund balance to evaluate a government's continued credit worthiness. To address these issues, the City Commission adopted a revised Fund Balance Policy in 2018 to maintain an unreserved fund balance in all major operating funds (General Fund, Water and Sewer, Solid Waste and Stormwater) equivalent to a minimum of 20% of annual operating expenses.

The City Commission also recognized the importance an investment policy to set forth the investment objectives and parameters for the management of the funds of the City of Holly Hill. This Investment Policy was adopted in 2018 and is designed to ensure the prudent management of public funds, the availability of operating and capital funds, and a competitive investment return.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Budgeting Controls

The annual budget serves as the foundation for the City of Holly Hill's financial planning and control. All departments of the City of Holly Hill are required to submit requests for appropriation to the City Manager by early April. Requests for personnel and Capital Improvements must be submitted in May. The City Manager uses these requests as the starting point for developing a proposed budget. Budget workshops are held in June and July. In late July, the city commission sets a proposed millage rate by resolution. The City Manager presents the proposed budget to the commission at the first public hearing in September. The commission is required to hold two public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the City of Holly Hill's fiscal year. The appropriated budget is prepared by fund, function and department. The City Manager may make transfers of appropriations within and between divisions and departments; however, any revisions that alter the total appropriations of any funds must be approved by City Commission. Original and final amended budget-to-actual comparisons are provided in this report for each individual governmental fund.

Certificate of Achievement Award

The Government Finance Officers' Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Holly Hill, for its ACFR for the fiscal year ended September 30, 2019. This was the forty-second consecutive year that the City of Holly Hill has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized AFCR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgements

The preparation of the ACFR on a timely basis was made possible by the dedicated service of the entire staff of the Finance Department. Each member of the department has our sincere appreciation for the contribution they made in preparation of this report.

In closing, special thanks to the Mayor and City Commission for their support and commitment to maintaining the financial integrity and sustainability of the City.

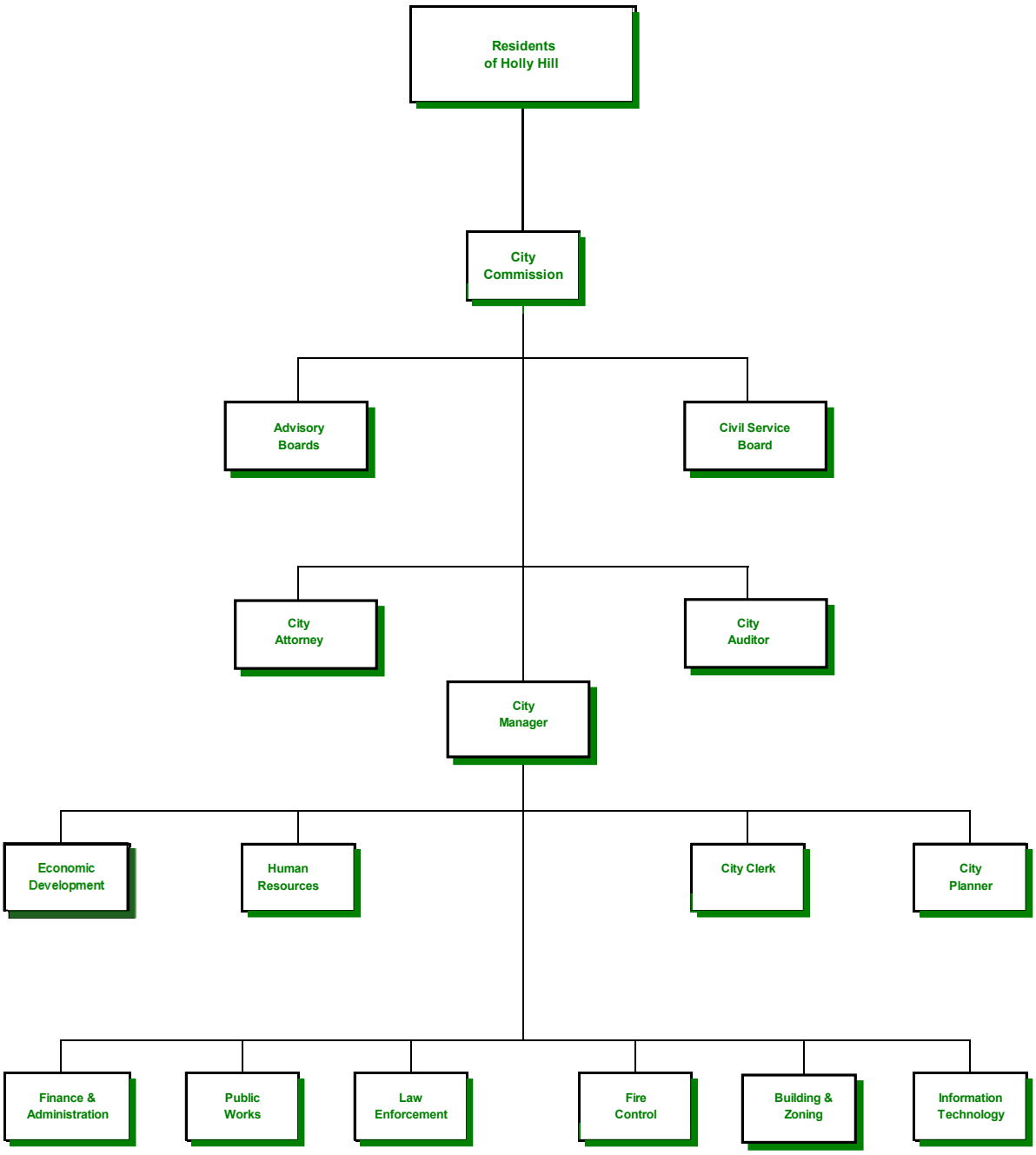
Respectfully Submitted,

Joe Forte
City Manager

Stella Gurnee
Finance Director

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL
ORGANIZATION CHART
2019 - 2020



Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Holly Hill
Florida

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

THIS PAGE LEFT INTENTIONALLY BLANK.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission, and City Manager,
City of Holly Hill, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Holly Hill, Florida (The City), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities w

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter - Prior Period Adjustments

The City adopted the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 84, Fiduciary Activities (GASB 84). As a result of the implementation of GASB 84, the City reported a restatement of the beginning nonmajor Governmental Funds fund balance, Custodial Funds net position, and governmental activities net position for the change in accounting principle, as described in Note (1)(s) and Note (13) to the financial statements. Also, as discussed in Note (13) to the financial statements, the 2019 financial statements have been restated to correct misstatements. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, statistical section, and combining and individual nonmajor fund financial statements and other schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and other schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

James Moore & Co., P.L.

Daytona Beach, Florida
June 30, 2021

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

THIS PAGE LEFT INTENTIONALLY BLANK.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the City of Holly Hill, Florida, (hereinafter referred to as the "City"), we offer the readers of these basic financial statements this narrative overview and analysis of the City's financial activities for the fiscal years ended September 30, 2020 and 2019. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with our letter of transmittal found in the preceding introductory section, and the City's financial statements, which follow this information. The City presents prior year comparative financial information when applicable and meaningful.

Financial Highlights

- The City's financial position has changed as a result of the current year's operations. Overall combined assets and deferred outflows of resources of the City totaled $79.38 million at the close of the 2020 fiscal year, compared to $78.2 million as restated at the close of 2019. $8 million of capital assets for governmental activities were removed because the City did not own the assets. The majority of these assets ($6.8 million) were the utilities overhead to underground project and the Florida Department of Transportation (FDOT) median project. The overhead to underground utilities project was to relocate the electrical, phone, cable, and other data infrastructure from overhead lines to underground. These assets are owned by the respective utility companies that supply the services. The FDOT median landscaping project along the US1 and Nova road corridor is owned by FDOT. The City does have an annual contract with FDOT to maintain these medians. See Note (13) to the financial statements for more information regarding this restatement.

- The total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by approximately $47.84 million (*combined net position*) compared with $43.3 million (as restated) one year earlier. The unrestricted component of the City's combined net position totaled $15 million at year end. This represents the unrestricted amount available to be used to meet the City's ongoing obligations to its citizens and creditors.

- The net position of the City's governmental activities increased for the year and totaled $18.4 million, an increase of $2.8 million as compared to last year's $15.6 million. The prior year net position was restated due to the removal of capital assets. Further information on this restatement can be found in Note (13) to the financial statements. The net position of its business-type activities totaled $29.4 million, an increase of $1.7 million over last year's $27.7 million.

- During 2020, the City's combined governmental activities operating expenses totaled $9.1 million ($12.2 million in 2019), which was $2.8 million below the $11.9 million generated in governmental program charges, grants, contributions, taxes, other revenues and transfers for providing its various governmental program activities and programs.

- The City's business-type activities produced net income before contributions and transfers of $1.9 million in 2020 (compared to $1.4 million for 2019) based on consumptive water/sewer/solid waste utility sales of $11.2 million ($11.1 million in 2019). The operating margins in these funds continue to be capable of providing financial support to the City's governmental funds. Net operating transfers to governmental activities funds totaled $253,442 in 2020. In 2019 no transfers were made from Proprietary funds to the City's governmental funds, however the proprietary funds were charged for direct services provided by the City's governmental funds in the amount of $1.6 million in 2019. In 2020 the proprietary funds provided $1.2 million for direct service costs to the City's governmental funds.

- Total operating costs incurred by the City in providing all of its various programs decreased to $18.9 million in 2020, compared to $21.9 million in 2019. Operating expenses in 2020 totaled $9.1 million and $9.8 million for the City's governmental activities and business-type activities, respectively.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

- Unassigned fund equity in the General Fund increased by $3.497 million and totaled $5.725 million at the end of 2020, compared to $2.228 million at the end of 2019. Resources earned and available for appropriation in the current year were $10.8 million, which is 8.5% above the revised anticipated General Fund's expenditures operating budget. General Fund expenditures of $8.5 million were 9.2%, or $1.48 million, below the City's revised appropriations for the year.

- The City's net long-term debt outstanding decreased by $2.9 million during the current fiscal year from an increase in compensated absences offset by a decrease in bonds and notes payable due to debt principal payments.

- The City's net pension liability totaled $5.886 million, net of deferred outflows of $1.674 million and deferred inflows of $948,000 at the end of 2020, as compared to $6 million, net of deferred outflows of $1.6 million and deferred inflows of $518,000 at the end of 2019.

Overview of the Financial Statements

The City's financial statements are comprised of three parts: 1) management's discussion and analysis, 2) the basic financial statements (including government-wide financial statements, fund financial statements, and notes to the financial statements), and 3) required supplementary information, including budgetary comparisons and other selected financial and fiduciary fund data.

Management's Discussion and Analysis (MD&A) is intended to serve as an introduction to the basic financial statements and required supplementary information. The MD&A represents management's examination and analysis of the City's financial condition and financial performance as a whole. Summary financial statement data, key financial and operational indicators used in the strategic plan, budget, and other management tools were used for this analysis.

The basic financial statements include two kinds of statements that present different views of the City. The first two statements consist of entity-wide financial statements that provide both the short- and long-term financial information about the City's overall financial status, including its governmental activities and its business-type activities. These statements report information about the City using full accrual accounting methods and economic resources focus as utilized by similar business activities in the private sector. Information concerning all of the City's assets and liabilities, both financial and capital, and short-term and long-term debt are included. Likewise, all revenues and expenses received during the year, regardless of when cash is received or paid are reported. However, rate-regulated accounting principles applicable to private sector utilities are not used by governmental utilities. The remaining statements are fund financial statements that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide financial statements. The governmental fund statements tell how general government services like public safety were financed in the short-term as well as what remains for future spending. Proprietary fund statements offer short-term and long-term financial information about the activities the government operates like businesses, such as the City's water and sewer utility and solid waste collection system. Fiduciary fund statements provide information about the financial relationships in which the City acts solely as a trustee or agent for the benefit of others (like the retirement plans for the City's employees), to whom the resources in question belong.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. The basic financial statements of the City include a statement of net position and a statement of activities, which are described as follows:

- A statement of net position presents information on all of the City's assets and liabilities at the end of its fiscal year, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

- The statement of activities presents the results of business operations over the course of the fiscal year and information as to how the City's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., delinquent taxes and earned but unused personal leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government services, public safety (police, fire and building inspection), highways and streets, economic development, and recreation and leisure services. The business-type activities of the City include its water and sewer utility, stormwater management, and solid waste utility operations.

Fund Financial Statements

The fund financial statements provide more detailed information about the City's most significant funds - not the City as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. These funds are reported using the modified accrual accounting method, which measures cash and all other financial assets that can be readily converted into cash. Such information is useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. These reconciliations can be found on pages 29 and 31.

The City maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the Community Redevelopment Agency (special revenue) Fund, both of which are considered to be major funds. Data from the four other governmental funds are combined into a single, aggregated presentation and include the remainder of the City's special revenue and capital projects funds. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriations budget for each of its governmental funds in accordance with state statutes. Budgetary comparison statements have been provided for each fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found on pages 26 to 31 of this report.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Proprietary funds. The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Enterprise funds are used to account for the fiscal activities of the City's municipal water and sewer utility fund, the stormwater management utility, and solid waste utility fund operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various departments and cost functions.

Proprietary fund financial statements, like the government-wide statements, provide both long- and short-term financial information. The proprietary fund financial statements provide separate financial information for the water and sewer utility, stormwater management utility, and solid waste utility operations, all of which are considered to be major funds of the City. The basic proprietary fund financial statements can be found on pages 32 to 34 of this report.

Fiduciary funds. The City is the trustee, or fiduciary, for its employees' pension plans. Fiduciary funds are used to account for resources held for the benefit of parties outside the government and are separately reported in the statements of fiduciary net position and changes in fiduciary net position. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. Rather, the City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The basic fiduciary fund financial statements can be found on pages 35 to 36 of this report.

Notes to the financial statements. The financial statements also include notes which provide required disclosures and other information that are essential to a full understanding of material data provided in the statements. The notes present information about the City's significant accounting policies, account balances and activities, material risks, obligations, commitments, contingencies and subsequent events, if any. The notes to the financial statements can be found on pages 37 to 77 of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide certain pension benefits and information that further explains and supports the information in the financial statements. Required supplementary information can be found on pages 80 to 88 of this report.

Government-Wide Financial Analysis of the City as a Whole

Net Position. As noted previously, net position may serve over time as a useful indicator of a government's financial position. This year, the City's combined net position increased to $47.8 million at the end of 2020 from $43.3 million in 2019. The City's beginning net position decreased due to a prior year restatement of fund balance. Additional information can be found in Note (13) to the financial statements. Looking at the net position of the City's governmental and business-type activities separately, we can see that the City experienced increases in the net position of its government activities of $2.8 million and an increase in its business-type activities of $1.7 million.

The net position of the City's governmental activities totaled $18.4 million and $15.6 million at the end of the 2020 and 2019 fiscal years, respectively. At the end of 2020, all combined amounts represent net position that is primarily restricted as to the purposes they can be used for, or its net investment in capital assets (land, buildings, improvements and equipment which is reported net of related debt expended for such acquisitions). The City's reported unrestricted net position is $15 million , compared to $12.7 million at the end of 2019.

The net position of the City's business-type activities totaled $29.4 million and $27.7 million at the end of the 2020 and 2019 fiscal years, respectively. At the end of 2020, approximately 49.3% of its total net position ($14.5 million) reflects its net investment in capital assets. The amounts restricted for the payment of long-term debt, and impact fee collections that are restricted for future utility plant expansion total $1.6 million. While the City has $13 million in unrestricted net position for the City's business-type activities a significant portion ($3.7 million) of this total is internally designated for capital improvements.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Capital assets maintained in the business-type activities are used to provide water and sewer utility services, stormwater management services, and solid waste utility services to the City's utility customers; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that under normal circumstances the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Long-term debt obligations, including current maturities, associated with this capitalization totaled $11.2 million at the end of 2020 ($13 million at the end of 2019). At the end of the current and prior fiscal years, the City reports positive balances in all three categories of net position, both for the government as a whole, and for its separate governmental and business-type activities.

The following is a comparative summary of net position at year end:

Net Position
September 30, 2020 and 2019

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Assets:						
Current and other assets	$ 16,689,958	$ 16,944,799	$ 18,925,246	$ 17,928,294	$ 35,615,204	$ 34,873,093
Capital assets, net	15,987,689	14,352,619	25,665,922	26,675,105	41,653,611	41,027,724
Total assets	32,677,647	31,297,418	44,591,168	44,603,399	77,268,815	75,900,817
Deferred outflows of resources	1,368,791	1,264,136	746,312	400,643	2,115,103	1,664,779
Liabilities:						
Long-term debt outstanding	4,740,000	5,470,000	11,178,492	13,339,682	15,918,492	18,809,682
Net pension liabilities	4,820,570	5,863,125	1,792,952	1,295,687	6,613,522	7,158,812
Other liabilities	5,043,683	5,267,328	2,828,976	2,535,760	7,872,659	7,803,088
Total liabilities	14,604,253	16,600,453	15,800,420	17,171,129	30,404,673	33,771,582
Deferred inflows of resources	1,039,576	375,941	100,312	143,007	1,139,888	518,948
Net Position:						
Net investment in capital assets	11,247,689	8,932,690	14,513,974	13,335,423	25,761,663	22,268,113
Restricted	5,493,954	6,106,554	1,569,336	2,019,176	7,063,290	8,125,730
Unrestricted	1,660,966	545,916	13,353,438	12,335,307	15,014,404	12,881,223
Total net position	$ 18,402,609	$ 15,585,160	$ 29,436,748	$ 27,689,906	$ 47,839,357	$ 43,275,066

Changes in Net Position. While the statement of net position shows a snapshot of the City's financial position at the end of the fiscal year, the statement of activities provides answers as to the nature and sources of those changes. During 2020, the City's overall total revenues decreased by $3.5 million and the combined net position increased $4.6 million. This increase in net position is due to a significant decrease in general governmental expenses primarily due to the allocation of $1.2 million of general governmental expenses to business-type funds for direct expenses. During 2019, the City's combined net position decreased $3.5 million due to a restatement of prior year fund balance. Additional information can be found in Note (13) to the financial statements.

Overall, approximately 22.5% of the City's combined total revenues of $23.4 million come from property taxes, while almost 11.3% of all other dollars raised comes from some source of other taxes collected by the City. Unrestricted intergovernmental revenues (those received from other governments) amounts to approximately 2.7% of the City's revenues. Another 49.9% comes from fees charged for services, while the remaining 13.6% is a combination of state and federal financial assistance, operating and capital grants and donations, interest and other earnings.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

The following is a comparative summary of changes in net position for 2020 and 2019:

Changes in Net Position
Fiscal Year Ended September 30, 2020 and 2019

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charges for services	$ 473,624	$ 3,703,688	$ 11,221,088	$ 11,071,253	$ 11,694,712	$ 14,774,941
Operating grants/other	922,920	4,476,544	-	-	922,920	4,476,544
Capital grants/other	728,448	137,050	486,528	119,880	1,214,976	256,930
General revenues:						
Property taxes	5,264,471	3,943,344	-	-	5,264,471	3,943,344
Other taxes	2,643,282	2,519,914	-	-	2,643,282	2,519,914
Intergovernmental	638,990	474,129	-	-	638,990	474,129
Other revenues	994,072	282,039	47,356	223,015	1,041,428	505,054
Gain (loss) on asset disposal	-	-	-	-	-	-
Total revenues	11,665,807	15,536,708	11,754,972	11,414,148	23,420,779	26,950,856
Expenses:						
General government	777,799	2,736,783	-	-	777,799	2,736,783
Public safety	4,247,351	4,748,821	-	-	4,247,351	4,748,821
Physical environment	-	29,941	-	-	-	29,941
Transportation	1,333,051	1,086,869	-	-	1,333,051	1,086,869
Economic environment	1,435,056	2,175,644	-	-	1,435,056	2,175,644
Culture/recreation	1,184,169	1,247,997	-	-	1,184,169	1,247,997
Interest on long-term debt	124,374	137,657	-	-	124,374	137,657
Water and sewer utilities	-	-	6,543,988	6,322,089	6,543,988	6,322,089
Stormwater management	-	-	883,454	1,002,275	883,454	1,002,275
Solid waste utilities	-	-	2,327,246	2,475,068	2,327,246	2,475,068
Total expenses	9,101,800	12,163,712	9,754,688	9,799,432	18,856,488	21,963,144
Excess before transfers	2,564,007	3,372,996	2,000,284	1,614,716	4,564,291	4,987,712
Transfers in (out)	253,442	-	(253,442)	-	-	-
Change in net position	2,817,449	3,372,996	1,746,842	1,614,716	4,564,291	4,987,712
Net position-beginning, as restated	15,585,160	12,212,164	27,689,906	26,075,190	43,275,066	38,287,354
Net position-end of year	$ 18,402,609	$ 15,585,160	$ 29,436,748	$ 27,689,906	$ 47,839,357	$ 43,275,066

Governmental Activities

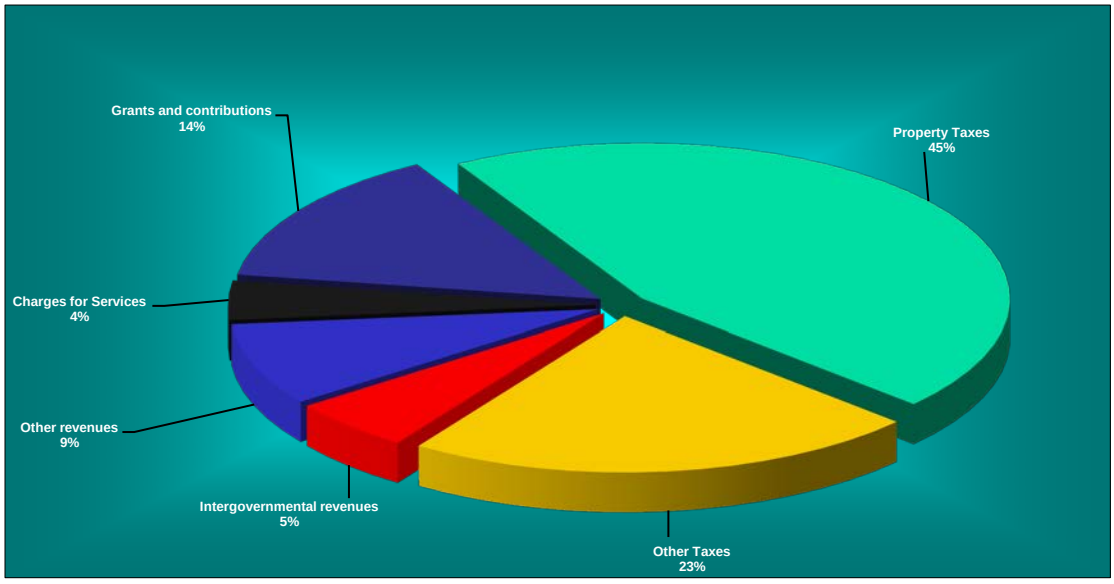
Total revenue for the City's governmental activities decreased significantly in 2020. Overall, the City's governmental revenue totaled $11.6 million, which represents a decrease of $3.9 million, or 24.9% decrease from last year's reported governmental revenues of $15.5 million. This change is primarily due to the decline in grant funding. Amounts received from charges for services decreased by 87.2% due to the internal administrative activities provided by governmental funds and charged to enterprise funds. Previously these charges where shown as transfers. Property taxes increased 1.7% over amounts recognized in the prior year. Amounts received from operating and capital grants decreased by 51.2% during 2020 and totaled $1.6 million, compared to $3.4 million in the prior year. Amounts received from shared sales taxes, public service taxes, and other unrestricted intergovernmental sources remained relatively flat with a slight increase from $3 million to $3.3 million in 2020, primarily from increases in the local business economy resulting in increased local business tax collections and state shared revenues.

The City's other revenues increased by $712,000. The amounts earned from the assessment of ad valorem taxes remained stable with an increase of $90,404, or 1.7% above amounts earned one year earlier. Ad valorem taxes totaling $5.264 million were earned in 2020, compared to $3.943 million earned in the prior year. The ad valorem millage rate for operating purposes was 6.25 mills a decline when compared to 2019 rate of 6.5 mills.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

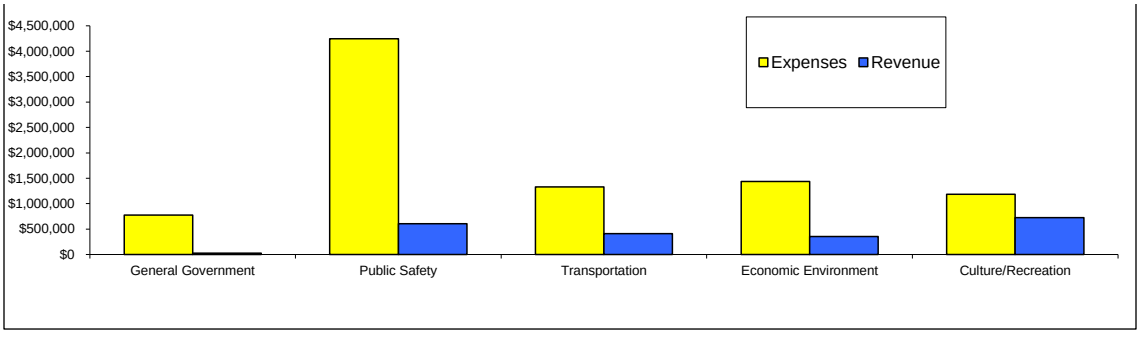
The following is a summary of the City's governmental revenues by source:

Revenues by Source – Governmental Activities



An individual comparison of the City's functional program revenues and costs of providing program services to its citizens is useful in identifying the programs, and the extent of which each are dependent on taxes and other non-exchange revenues to subsidize their program operations. They are listed in the following graph:

Expenses – versus - Program Revenue

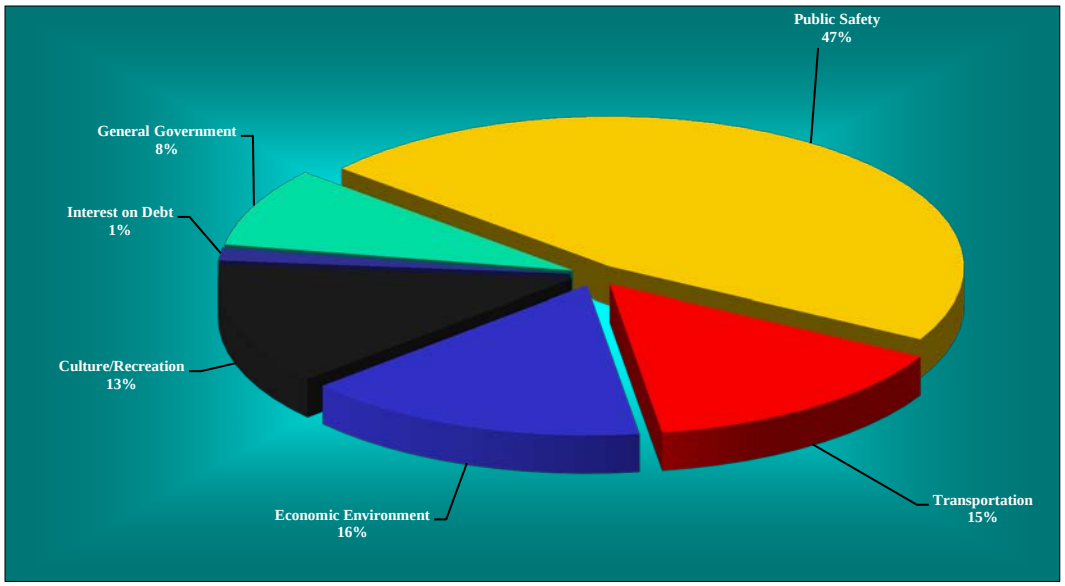


Combined governmental activities expenses totaled $9.1 million, which represents a decrease of $3.1 million below last year's expenses of $12.2 million.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

The following is a summary of the City's governmental expenses by function:

Expenses by Function - Governmental Activities



Business-type Activities

Business-type activities reported an increase in the City's net position of $1.7 million in 2020, compared to an increase of $1.6 million in 2019. Overall, net position from the City's business-type activities ($29.4 million) accounts for approximately 61.5% of the City's combined net position at September 30, 2020.

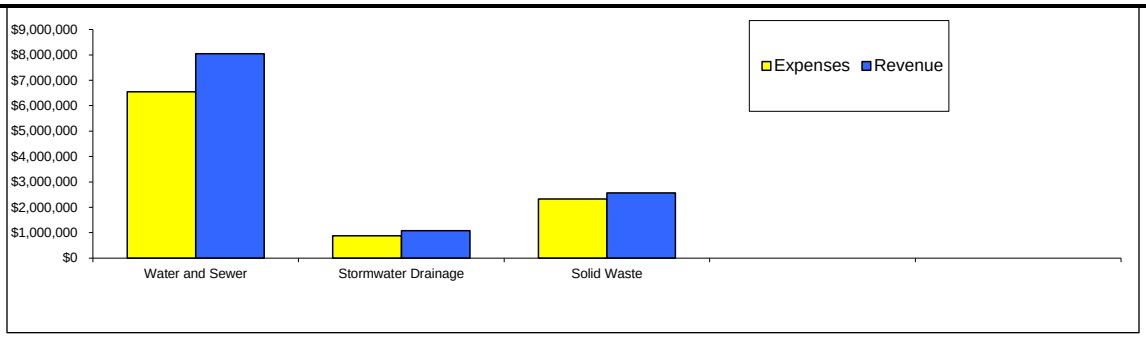
The major sources of operating revenue for the City's business-type activities include charges for services for water and sewer utilities of $7.6 million, stormwater management fees of $1.1 million and solid waste utilities of $2.6 million. Combined operating revenues from these three activities increased in 2020 and totaled $11.2 million, compared to $11 million in the prior year. Investment earnings increased in 2020 and totaled $181,706 compared to $167,507 one year earlier; this increase is in part due to the changes in investment strategies. Other income decreased to ($134,350) compared to $55,508 in 2019 due to losses on disposal of capital assets. Capital contributions increased in the water and sewer utility fund in 2020 and totaled $486,528, compared to $119,880 in 2019. As a cost control measure, the City continues to contract its solid waste operations with an outside contractor and has done so since 1999.

Total expenses of the City's combined business-type activities were $9.754 million in 2020, compared to $9.799 million in 2019. During 2020, this slight decrease was primarily attributable to decreased cost of services within the City's Stormwater and Solid Waste Funds.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

A comparison of the City's functional program revenues and costs of providing business-type services to its customers in fiscal year 2020 is useful in identifying the capabilities of producing revenues sufficient to operate their programs. They are presented in the following graph:

Expenses and Program Revenues – Business-type Activities



Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Information is helpful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As the City completed the current fiscal year, its governmental funds reported combined fund balances of $14.633 million, which was $1.642 million more than the $12.991 million reported at the end of 2019.Approximately 39% of the $14.633 million, totaling $5.7 million, constitutes unassigned fund balance, which is generally available for spending at the government's discretion. However, The City Commission has designated that the General Fund maintain an unrestricted fund balance of at least 20% of operating expense as an unassigned fund balance. This designated reserve of unassigned fund balance is $1.9 million. The remainder of the fund balance is separately reported to indicate that it is not available for spending because it is 1) Non-Spendable - fund balances totaling $121,522 are invested in nonspendable assets such as inventories and prepaid expenses, 2) Restricted - fund balances totaling $5.5 million are restricted from externally imposed sources or enabling legislation, 3) Committed - fund balances totaling $2.3 million are set aside pursuant to formal constraints imposed by the City Commission, and 4) Assigned fund balances totaling $926,000 are constrained by the City, as it intended to be used for next year's budgetary purposes.

The General Fund is the chief operating fund of the City. As of September 30, 2020, the unassigned fund balance in the General Fund totaled $5.7 million, compared to $2.2 million at the end of 2019. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents approximately 67% of total General Fund expenditures of $8.5 million, while total fund balance represents 80% of that same amount. The City Commission has established a minimum target threshold of 20% in unreserved funds compared to General Fund expenditures.

Fund balance in the General Fund has increased by $1.9 million during the current fiscal year. This fund balance increase was attributed to the increase in revenues when compared to the prior year and expenditure controls to conserve cash due to the COVI19 pandemic. Fund balances for the Community Redevelopment Agency fund, the CRA Debt Service funds, and the CRA Capital Projects fund were merged in 2019 to

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

streamline accounting functions of the City. Their combined fund balances decreased by $350,806 in 2020 due to an increase in expenditures for capital outlay from $929,353 to $1.9 million. All non-major governmental funds remained stable for the year and increased by $62,949.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position in the Water and Sewer Fund at the end of the current fiscal year amounted to $5.89 million, compared to $5 million one year earlier. Of this unrestricted balance, $2.3 million is designated by the City Commission for future capital projects. The combined net position of the fund totaled $18.6 million at year end.

Unrestricted net position in the Stormwater Management Fund increased in 2020 and totaled $2.7 million at the end of the year, compared to $2.5 million at the beginning of the year. The combined net position totaled $6.0 million at year end.

Unrestricted net position in the Solid Waste Fund totaled $4.8 million at the end of 2020, compared to $4.7 million at the beginning of the year. The combined net position totaled $4.8 million at year end. The increase is due to the accumulation of net income during the year.

The contractual services expense for Solid Waste increased by $41,973 as compared to the previous year. No other significant changes were recognized in the providing of full-service utility services to City customers in 2020.

Capital Assets and Debt Administration

Capital Assets. At September 30, 2020 and 2019, the City's investment in capital assets for its governmental and business type activities totaled $49.1 million and $48.8 million, respectively. These amounts are stated net of accumulated depreciation. This investment in capital assets, net of depreciation, for all activities is reflected in the following schedule:

Capital Assets
September 30, 2020 and 2019

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	$ 2,680,992	$ 2,976,600	$ 695,651	$ 695,651	$ 3,376,643	$ 3,672,251
Construction work in progress	1,788,502	1,053,695	256,090	1,154,872	2,044,592	2,208,567
Buildings	2,738,741	2,572,637	3,031,935	3,129,879	5,770,676	5,702,516
Improvements other than buildings	4,064,956	2,775,758	17,510,507	17,110,854	21,575,463	19,886,612
Machinery and equipment	1,216,007	1,266,953	968,013	1,128,601	2,184,020	2,395,554
Infrastructure	3,498,491	3,706,976	3,203,726	3,455,248	6,702,217	7,162,224
Net total	$ 15,987,689	$ 14,352,619	$ 25,665,922	$ 26,675,105	$ 41,653,611	$ 41,027,724

Additional information on the City's capital assets can be found in Note (7) to the financial statements.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Long-term Debt. At year end, the net carrying value of the City's bonds, notes and other long-term obligations outstanding totaled $26.8 million, of which $15.9 million is secured solely by a mix of specified revenue sources. The City's long-term debt for all activities is reflected in the following schedule:

Outstanding Long-Term Debt
September 30, 2020 and 2019

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenue notes	$ 4,740,000	$ 5,470,000	$ 4,253,492	$ 5,084,682	$ 8,993,492	$10,554,682
Revenue bonds	-	-	6,925,000	8,255,000	6,925,000	8,255,000
Total OPEB liability	2,321,997	1,889,548	925,551	668,969	3,247,548	2,558,517
Compensated absences	873,939	851,528	233,028	255,284	1,106,967	1,106,812
Net pension liability	4,820,570	5,863,125	1,792,952	1,295,687	6,613,522	7,158,812
Net total	$ 12,756,506	14,074,201	14,130,023	15,559,622	26,886,529	29,633,823

The City has two outstanding revenue notes payable (Series 2012 and Series 2013) from its governmental activities in the aggregate amount of $4.74 million at year end. The proceeds of the Series 2012 obligation were used to refinance an existing (Series 2005) revenue note. The proceeds of the Series 2013 obligation will be used exclusively to fund capital improvement projects in the City's Community Redevelopment Agency. These notes are payable in semi-annual installments through 2026, both of which are secured by revenues generated exclusively from the CRA tax increment financing district.

The City has four outstanding water and sewer system improvement revenue bond obligations (Series 2005, 2011, 2012 and 2013) in the aggregate amount of $6.9 million at year end. The proceeds of these parity bonds were used to finance improvements to the City's water and sewer utility system and to refund previously issued bonds outstanding for this same purpose. These bonds are payable from revenues generated from the water and sewer system and are payable serially through 2022 (Series 2012), 2023 (Series 2013), 2025 (Series 2005), and 2030 (Series 2011).

The City also has four low-interest rate revenue note obligations payable to the State of Florida, Department of Environmental Protection State Revolving Fund Loan Program totaling $3.965 million in aggregate, at year end. The proceeds of the FDEP loan issued in 1998 ($156,776 currently outstanding), the FDEP loan issued in 2005 ($246,337 currently outstanding), and the FDEP loan issued in 2007 ($2.5 million currently outstanding) were used to finance the construction of wastewater infiltration and inflow correction facilities. The proceeds of the FDEP loan issued in 2001 ($1 million currently outstanding) were used to finance construction of needed stormwater drainage improvements. These notes, which are subordinate to the bonds described above, are secured by the City's water and sewer utility and stormwater utility revenues, respectively, and are payable in varying amounts through 2029.

Other components of the City's outstanding long-term debt include: Total OPEB liability, compensated absences and net pension liability (NPL). The City experienced an increase in its net postemployment obligation for 2020 ($3.247 million) compared to 2019 ($2.558 million). Compensated absences decreased to $865,000 from $1.39 million in 2019. The City's Net Pension liability decreased by $565,000 in 2020 and totaled $6.613 million as compared to $7.158 million in 2019.

Additional information on the City's long-term debt can be found in Note (8) to the financial statements.

Significant Budget Differences – General Fund

The original budget at the beginning of fiscal year 2020 was $9.6 million. The final budget at the end of fiscal year 2020 was $10.5 million. A portion of the change in the budget includes $392,291 of funds carried over from fiscal year 2019 for projects and purchases that were incomplete by the end of 2019. In addition, the City appropriated $429,995 of CARES act funds for public safety expenditures.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

At the beginning of fiscal year 2019, the City budgeted to make a $1.3 million loan from the Solid Waste Fund to the General Fund for funding cash needs for operations due to the unreimbursed expenditures for Hurricane Matthew. These hurricane expenditures occurred in fiscal year 2017 and were not reimbursed by FEMA before the end of fiscal year 2019. The City has received significant FEMA reimbursements for this event during fiscal year 2020. The receivable and corresponding revenue was not correctly recorded in fiscal year 2019 which required the recognition of revenue in the current fiscal year which resulted in a significant budget variance. Only $91,000 of the loaned amount remains outstanding.

A variance of $883,834 budget to actual was shown in general governmental expenditures due to the allocation of administrative expenses to business-type funds for services provided.

Next Year's Budgets and Rates

The City Commission adopted a conservative budget for fiscal year 2021. The proposed budget contains many work plan objectives that are intended to address the highest priorities in the community and the goals of the City Commission. This budget also has significant capital projects forecasted. The proposed budget for Fiscal Year 2021 includes the following assumptions:

- Year three of three of the Evergreen Salary Study Implementation.
- Operated Internal Service funds for Fleet and IT.
- Modest increases in operating expenditures consistent with the revenue forecasts.
- Maintenance of service levels and programs to the extent possible and minimal reductions in service levels where appropriate.
- Grant awards to replace piers, docks and ramps and other park improvements.
- Public private agreement to construction state of the art Pickle ball facility.
- Continuing with the undergrounding utilities of the US 1 corridor.
- Second year of the new utility fees based on the Utilities rate study developed by Stantec.

The City increased utility fees by approximately 5.5% to maintain a revenue sufficiency level adequate to fund upcoming operating and capital requirements, as recommended by the utility rate study. Many factors are considered each year by the City Commission in its efforts to establish an operating budget, to evaluate its personnel needs, and to develop uniform user fees that are reasonable, and more importantly, capable of cost recovery. Some of the major factors considered in this process are the local economy, civilian labor force, unemployment rates, and inflation rates. In considering all of these factors, the City Commission was able to reduce the millage rate to 6.25 mills.

Requests for Information

This financial report is designed to provide a general overview of the City of Holly Hill's finances for those with an interest in your government. Questions concerning any of the information provided in this report should be addressed to the office of the Finance Director, City of Holly Hill, Florida, 1065 Ridgewood Avenue, Holly Hill, Florida 32117-2898.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

BASIC FINANCIAL STATEMENTS

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	Governmental Activities	Business-type Activities	Total
ASSETS			
Equity in pooled cash and investments	$ 14,856,431	$ 15,478,587	$ 30,335,018
Receivables, net	320,782	1,132,484	1,453,266
Internal balances	(100,056)	100,056	-
Due from other governments	1,400,888	388,826	1,789,714
Inventories	25,039	119,277	144,316
Prepaids	186,874	1,800	188,674
Restricted assets:			
Equity in pooled cash and investments	-	1,704,216	1,704,216
Capital assets:			
Capital assets, not being depreciated	4,469,494	951,741	5,421,235
Other capital assets, net of depreciation	11,518,195	24,714,181	36,232,376
Total assets	32,677,647	44,591,168	77,268,815
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on bond refunding	-	26,544	26,544
Deferred outflows related to pensions	1,072,910	601,830	1,674,740
Deferred outflows related to OPEB	295,881	117,938	413,819
Total deferred outflows	1,368,791	746,312	2,115,103
LIABILITIES			
Accounts payable and accrued liabilities	1,644,059	427,373	2,071,432
Customer deposits	-	1,108,144	1,108,144
Accrued interest payable	47,412	134,880	182,292
Unearned revenue	156,276	-	156,276
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	745,000	2,206,864	2,951,864
Compensated absences	194,121	48,195	242,316
Due in more than one year:			
Bonds and notes payable	3,995,000	8,971,628	12,966,628
Compensated absences	679,818	184,833	864,651
Total OPEB liability	2,321,997	925,551	3,247,548
Net pension liability	4,820,570	1,792,952	6,613,522
Total liabilities	14,604,253	15,800,420	30,404,673
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	902,367	45,619	947,986
Deferred inflows related to OPEB	137,209	54,693	191,902
Total deferred inflows of resources	1,039,576	100,312	1,139,888
NET POSITION			
Net investment in capital assets	11,247,689	14,513,974	25,761,663
Restricted for:			
Public safety	196,314	-	196,314
Community redevelopment projects	4,732,943	-	4,732,943
Transportation	155,641	-	155,641
Recreation projects	29,574	-	29,574
Utility plan expansion	-	56,634	56,634
Debt service	379,482	1,512,702	1,892,184
Unrestricted	1,660,966	13,353,438	15,014,404
Total net position	$ 18,402,609	$ 29,436,748	$ 47,839,357

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental activities:							
General government	$ 777,799	$ 15,668	$ 13,876	$ -	$ (748,255)	$ -	$ (748,255)
Public safety	4,247,351	88,093	510,662	8,900	(3,639,696)	-	(3,639,696)
Transportation	1,333,051	104,142	295,535	9,234	(924,140)	-	(924,140)
Economic environment	1,435,056	255,541	100,000	-	(1,079,515)	-	(1,079,515)
Culture and recreation	1,184,169	10,180	2,847	710,314	(460,828)	-	(460,828)
Interest on long-term debt	124,374	-	-	-	(124,374)	-	(124,374)
Total governmental activities	9,101,800	473,624	922,920	728,448	(6,976,808)	-	(6,976,808)
Business-type activities:							
Water and Sewer	6,543,988	7,565,604	-	484,471	-	1,506,087	1,506,087
Stormwater	883,454	1,085,454	-	2,057	-	204,057	204,057
Solid Waste	2,327,246	2,570,030	-	-	-	242,784	242,784
Total business-type activities	9,754,688	11,221,088	-	486,528	-	1,952,928	1,952,928
Total primary government	$ 18,856,488	$ 11,694,712	$ 922,920	$ 1,214,976	(6,976,808)	1,952,928	(5,023,880)
General revenues:							
Property taxes					5,264,471	-	5,264,471
Sales taxes					672,133	-	672,133
Casualty and fire insurance premium taxes					188,470	-	188,470
Public service taxes					1,782,679	-	1,782,679
Franchise fees					776,634	-	776,634
Unrestricted intergovernmental					638,990	-	638,990
Investment earnings					177,422	181,706	359,128
Miscellaneous revenues					40,016	(134,350)	(94,334)
Transfers					253,442	(253,442)	-
Total general revenues and transfers					9,794,257	(206,086)	9,588,171
Change in net position					2,817,449	1,746,842	4,564,291
Net position - beginning of year, as restated					15,585,160	27,689,906	43,275,066
Net position - ending of year					$ 18,402,609	$ 29,436,748	$ 47,839,357

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	General	Community Redevelopment	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Equity in pooled cash and investments	$ 6,706,232	$ 5,326,504	$ 2,731,946	$ 14,764,682
Receivables, net	320,323	459	-	320,782
Due from other governments	903,181	497,707	-	1,400,888
Due from other funds	74,622	-	-	74,622
Inventories	9,270	-	-	9,270
Prepaid items	112,252	-	-	112,252
Total assets	$ 8,125,880	$ 5,824,670	$ 2,731,946	$ 16,682,496
LIABILITIES				
Accounts payable and accrued liabilities	$ 886,975	$ 664,833	$ 57,256	$ 1,609,064
Customer deposits	2,298	-	-	2,298
Unearned revenue	156,276	-	-	156,276
Due to other funds	91,000	-	-	91,000
Total liabilities	1,136,549	664,833	57,256	1,858,638
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - grants	190,605	-	-	190,605
FUND BALANCES				
Nonspendable:				
Inventories	9,270	-	-	9,270
Prepaid items	112,252	-	-	112,252
Restricted for:				
Law enforcement	5,594	-	125,931	131,525
Fire protection	2,602	-	62,187	64,789
Transportation	18,084	-	137,557	155,641
Community redevelopment	-	4,732,943	-	4,732,943
Debt service		426,894		426,894
Recreation	-	-	29,574	29,574
Committed to:				
Capital projects fund	-	-	2,319,441	2,319,441
Assigned to:				
Subsequent year's budget appropriations	925,645	-	-	925,645
Unassigned	5,725,279	-	-	5,725,279
Total fund balances	6,798,726	5,159,837	2,674,690	14,633,253
Total liabilities and fund balances	$ 8,125,880	$ 5,824,670	$ 2,731,946	$ 16,682,496

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

Fund balances - total governmental funds		$ 14,633,253
Amounts reported for governmental activities in the statement of activities are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds		
Total governmental capital assets	30,539,906	
Less: accumulated depreciation	(14,590,856)	15,949,050
Internal service funds are used by management to charge information technology and vehicle maintenance to individual funds. The assets and liabilites of the internal service funds are included in governmental activities in the statement of net position.		
Total net position	47,941	
Less: amounts attributable to business-type activities	(9,056)	38,885
Because some property taxes and grants revenues will not be collected for several months after the close of the City's fiscal year end, they are not considered as "available" revenues in the governmental funds, and therefore, reported as deferred inflows of unavailable revenues. In the statement of net position, which is presented on an accrual basis, no deferral is reported since the revenue is fully recognized in the statement of activities.		
Unavailable revenue - grants		190,605
On the governmental fund statements, a net pension and total OPEB liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the statement of net position, the City's net pension and OPEB liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions and OPEB are also reported.		
Net pension liability	(4,820,570)	
Deferred outflows related to pensions	1,072,910	
Deferred inflows related to pensions	(902,367)	(4,650,027)
Total OPEB liability	(2,321,997)	
Deferred outflows related to OPEB	295,881	
Deferred inflows related to OPEB	(137,209)	(2,163,325)
Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:		
Bonds and notes payable	(4,740,000)	
Accrued interest payable	(47,412)	
Compensated absences	(808,420)	(5,595,832)
Net position of governmental activities		$ 18,402,609

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	General	Community Redevelopment	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Taxes	$ 5,303,140	$ 1,176,350	$ -	$ 6,479,490
Permits and fees	984,428	-	20,890	1,005,318
Intergovernmental	2,901,061	1,728,430	183,034	4,812,525
Charges for services	1,337,059	-	2,080	1,339,139
Fines and forfeitures	70,992	-	7,867	78,859
Investment income	81,902	67,142	28,309	177,353
Miscellaneous	114,187	192,472	91	306,750
Total revenues	10,792,769	3,164,394	242,271	14,199,434
Expenditures				
Current:				
General government	1,804,129	-	-	1,804,129
Public safety	3,862,302	279,698	-	4,142,000
Transportation	1,121,842	-	-	1,121,842
Culture and recreation	888,925	61,441	-	950,366
Economic environment	553,583	411,605	-	965,188
Capital outlay	254,586	1,905,519	795,069	2,955,174
Debt service:				
Principal retirement	-	730,000	-	730,000
Interest and fiscal charges	-	126,937	-	126,937
Total expenditures	8,485,367	3,515,200	795,069	12,795,636
Excess (deficiency) of revenues over expenditures	2,307,402	(350,806)	(552,798)	1,403,798
Other financing sources (uses)				
Transfers in	200,000	-	615,747	815,747
Transfers out	(578,074)	-	-	(578,074)
Total other financing sources (uses)	(378,074)	-	615,747	237,673
Net change in fund balances	1,929,328	(350,806)	62,949	1,641,471
Fund balances, beginning of year, as restated	4,869,398	5,510,643	2,611,741	12,991,782
Fund balances, end of year	$ 6,798,726	$ 5,159,837	$ 2,674,690	$ 14,633,253

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Net change in fund balances - total governmental funds	$	1,641,471
Differences in amounts reported for governmental activities in the statement of activities are:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.		
Capital outlay expenditures		2,955,174
Depreciation expense		(886,905)
The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, donations, CIP project abandoned) is to decrease net position.		(421,767)
The net expenses of certain activites of internal service funds is reported with governmental activities.		(11,450)
Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:		
Principal repayment of general long-term debt		730,000
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds (grants and delinquent taxes).		(1,221,505)
Governmental funds report contributions to defined benefit pension and OPEB plans as expenditures. However, in the statement of activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the statement of activities are amounts required to be amortized.		
Change in net pension liability and deferred inflows/outflows related to pensions		135,368
Change in total OPEB liability and deferred inflows/outflows related to pensions		(84,243)
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:		
Change in accrued interest on long-term debt		2,563
Change in compensated absences liability		(21,257)
Change in net position of governmental activities	$	2,817,449

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer	Stormwater Drainage	Solid Waste	Total	
ASSETS					
Equity in pooled cash and investments	$ 7,968,695	$ 2,907,658	$ 4,602,234	$ 15,478,587	$ 91,749
Accounts receivable, net	859,465	1,369	271,650	1,132,484	-
Due from other governments	388,826	-	-	388,826	-
Inventories	109,081	10,196	-	119,277	15,769
Due from other funds	-	-	91,000	91,000	-
Prepaid items	-	-	1,800	1,800	74,622
Restricted equity in pooled cash and investments	1,630,546	73,670	-	1,704,216	-
Total current assets	10,956,613	2,992,893	4,966,684	18,916,190	182,140
Noncurrent assets:					
Land	154,739	540,912	-	695,651	-
Buildings and improvements	45,932,509	8,925,361	54,651	54,912,521	-
Machinery and equipment	5,088,673	366,007	16,820	5,471,500	53,660
Construction in progress	199,362	56,728	-	256,090	-
Accumulated depreciation	(30,006,365)	(5,596,431)	(67,044)	(35,669,840)	(15,021)
Total noncurrent assets	21,368,918	4,292,577	4,427	25,665,922	38,639
Total assets	32,325,531	7,285,470	4,971,111	44,582,112	220,779
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows related to pensions	547,908	53,922	-	601,830	-
Deferred outflows related to OPEB	103,455	14,483	-	117,938	-
Deferred loss on bond refunding	26,544	-	-	26,544	-
Total deferred outflows of resources	677,907	68,405	-	746,312	-
LIABILITIES					
Current liabilities:					
Accounts payable and accrued liabilities	231,333	27,636	168,404	427,373	32,697
Compensated absences	45,400	2,795	-	48,195	11,586
Customer deposits	1,108,144	-	-	1,108,144	-
Due to other funds	-	-	-	-	74,622
Current maturities on long-term debt	1,875,013	331,851	-	2,206,864	-
Payable from restricted assets:					
Accrued interest payable	129,947	4,933	-	134,880	-
Total current liabilities	3,389,837	367,215	168,404	3,925,456	118,905
Noncurrent liabilities:					
Bonds and notes payable, net	8,284,486	687,142	-	8,971,628	-
Total OPEB liability	811,887	113,664	-	925,551	-
Compensated absences	168,384	16,449	-	184,833	53,933
Net pension liability	1,632,305	160,647	-	1,792,952	-
Total noncurrent liabilities	10,897,062	977,902	-	11,874,964	53,933
Total liabilities	14,286,899	1,345,117	168,404	15,800,420	172,838
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to pensions	41,531	4,088	-	45,619	-
Deferred inflows related to OPEB	47,976	6,717	-	54,693	-
Total deferred inflows of resources	89,507	10,805	-	100,312	-
NET POSITION					
Net investment in capital assets	11,235,963	3,273,584	4,427	14,513,974	38,639
Restricted for debt service	1,443,965	68,737	-	1,512,702	-
Restricted for utility plant expansion	56,634	-	-	56,634	-
Unrestricted	5,890,470	2,655,632	4,798,280	13,344,382	9,302
Total net position	$ 18,627,032	$ 5,997,953	$ 4,802,707	29,427,692	$ 47,941
Cumulative adjustment to reflect consolidation of internal service fund activities related to enterprise funds				9,056	
Net position, business-type activities				$ 29,436,748	

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer	Stormwater Drainage	Solid Waste	Total	
Operating revenues					
Charges for services:					
Water	$ 3,624,744	$ -	$ -	$ 3,624,744	$ -
Sewer treatment	3,640,785	-	-	3,640,785	-
Waste disposal	-	-	2,570,030	2,570,030	-
Stormwater management	-	1,085,454	-	1,085,454	-
Other	300,075	-	-	300,075	-
Internal service	-	-	-	-	693,958
Total operating revenues	7,565,604	1,085,454	2,570,030	11,221,088	693,958
Operating expenses					
Personnel services	1,916,145	159,879	-	2,076,024	309,394
Depreciation	1,637,338	303,184	507	1,941,029	15,021
Utilities	245,654	22,864	-	268,518	-
Materials and supplies	476,000	17,862	-	493,862	128,697
Contractual services	613,813	84,660	2,067,594	2,766,067	58,766
Maintenance and repairs	371,864	37,302	-	409,166	127,380
Other charges	949,684	229,939	259,145	1,438,768	93,744
Total operating expenses	6,210,498	855,690	2,327,246	9,393,434	733,002
Operating income (loss)	1,355,106	229,764	242,784	1,827,654	(39,044)
Nonoperating revenues (expenses)					
Interest earnings	103,792	33,274	44,640	181,706	69
Rental and other income	49,022	-	1,300	50,322	-
Loss on disposal of capital assets	-	(172,916)	-	(172,916)	-
Interest and debt expense	(333,490)	(27,764)	-	(361,254)	-
Total nonoperating revenues (expenses)	(180,676)	(167,406)	45,940	(302,142)	69
Income (loss) before capital grants, capital contributions, and transfers	1,174,430	62,358	288,724	1,525,512	(38,975)
Captial grants	467,371	2,057	-	469,428	-
Capital contributions	17,100	-	-	17,100	-
Transfers in	32,938	-	-	32,938	15,769
Transfers out	(53,442)	(32,938)	(200,000)	(286,380)	-
Change in net position	1,638,397	31,477	88,724	1,758,598	(23,206)
Net position, beginning of year, as restated	16,988,635	5,966,476	4,713,983	27,669,094	71,147
Net position, end of year	$ 18,627,032	$ 5,997,953	$ 4,802,707	$ 29,427,692	$ 47,941

Change in proprietary funds net position	$ 1,758,598
Adjustment to reflect consolidation of internal service fund activities related to enterprise funds	(11,756)
Change in net position of business-type activities	$ 1,746,842

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer	Stormwater Drainage	Solid Waste	Total	
Cash flows from operating activities					
Cash received from customers	$ 7,583,642	$ 1,085,462	$ 2,601,458	$ 11,270,562	$ 693,958
Cash paid to employees	(1,587,719)	(167,601)	-	(1,755,320)	(308,240)
Cash paid to suppliers	(2,648,679)	(384,419)	(2,330,203)	(5,363,301)	(414,525)
Net cash provided by (used in) operating activities	3,347,244	533,442	271,255	4,151,941	(28,807)
Cash flows from noncapital financing activities					
Transfers from other funds	32,938	-	-	32,938	90,391
Transfers to other funds	(53,442)	(32,938)	(200,000)	(286,380)	-
Rental and other income	49,022	-	-	49,022	-
Interfund loans	-	-	1,229,000	1,229,000	-
Net cash provided by (used in) noncapital financing activities	28,518	(32,938)	1,029,000	1,024,580	90,391
Cash flows from capital and related financing activities					
Impact fees	17,100	-	-	17,100	-
Acquisition and construction of capital assets	(1,077,148)	(49,445)	-	(1,126,593)	(3,589)
Capital grants	78,545	121,753	-	200,298	-
Proceeds from sale of capital assets	-	21,831	1,300	23,131	-
Principal payments of long-term debt	(1,836,904)	(324,286)	-	(2,161,190)	-
Interest paid	(328,781)	(29,331)	-	(358,112)	-
Net cash provided by (used in) capital and related financing activities	(3,147,188)	(259,478)	1,300	(3,405,366)	(3,589)
Cash flows from investing activities					
Interest received	103,792	33,274	44,640	181,706	69
Net cash provided by (used in) investing activities	103,792	33,274	44,640	181,706	69
Net change in cash and cash equivalents	332,366	274,300	1,346,195	1,952,861	58,064
Cash and cash equivalents, beginning of year	9,266,875	2,707,028	3,256,039	15,229,942	33,685
Cash and cash equivalents, end of year	$ 9,599,241	$ 2,981,328	$ 4,602,234	$ 17,182,803	$ 91,749
Cash and cash equivalents classified as:					
Unrestricted	$ 7,968,695	$ 2,907,658	$ 4,602,234	$ 15,478,587	$ 91,749
Restricted	1,630,546	73,670	-	1,704,216	-
Total cash and cash equivalents	$ 9,599,241	$ 2,981,328	$ 4,602,234	$ 17,182,803	$ 91,749
Reconciliation of operating income to net cash provided by (used in) operating activities:					
Operating income (loss)	$ 1,355,106	$ 229,764	$ 242,784	$ 1,827,654	$ (39,044)
Adjustments to reconcile net operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation	1,637,338	303,184	507	1,941,029	15,021
Changes in assets and liabilities:					
Accounts receivable	(15,030)	8	31,428	16,406	-
Inventories	8,336	177	-	8,513	(246)
Prepaid items	-	-	(1,800)	(1,800)	(3,554)
Accounts payable and accrued liabilities	4,090	8,031	(1,664)	10,457	(2,138)
Deposits	33,068	-	-	33,068	-
Compensated absences	(25,912)	3,657	-	(22,255)	1,154
Net pension liability	242,298	(21,217)	-	221,081	-
Total OPEB liability	107,950	9,838	-	117,788	-
Net cash provided by (used in) operating activities	$ 3,347,244	$ 533,442	$ 271,255	$ 4,151,941	$ (28,807)

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2020

	Pension Trust Funds	Custodial Fund Holly Hill Police Explorers
ASSETS		
Cash and cash equivalents	$ 272,441	$ 7,792
Prepaid Items	3,063	-
Receivables		
State contributions receivable	521	-
Interest and dividends receivable	29,850	-
Total receivables	30,371	-
Investments, at fair value		
U.S. Treasury obligations	725,536	-
Government agency obligations	639,058	-
Corporate and municipal debt obligations	2,148,802	-
Mutual funds	12,546,251	-
Real estate investment trust	1,053,506	-
Pooled funds - real estate	391,219	-
Total investments	17,504,372	-
Total assets	17,810,247	7,792
LIABILITIES		
Accounts payable	10,394	-
Total liabilities	10,394	-
NET POSITION		
Restricted for:		
Pensions	17,799,853	-
Organization	-	7,792
	$ 17,799,853	$ 7,792

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Pension Trust Funds	Custodial Fund Holly Hill Police Explorers
Additions		
Contributions:		
Employer	$ 707,199	$ -
Plan members	121,007	-
State - insurance premium taxes	184,061	-
Program fees	-	2,264
Private contributions	-	600
Total contributions	1,012,267	2,864
Investment earnings:		
Net appreciation (depreciation) in fair value of investments	1,441,033	-
Interest and dividends	493,090	6
Total investment earnings	1,934,123	6
Less: investment expense	(54,431)	-
Net investment earnings	1,879,692	6
Total additions	2,891,959	2,870
Deductions		
Benefit payments and refunds	1,086,609	-
Administrative expenses	55,798	-
Program expenses	-	2,136
Total deductions	1,142,407	2,136
Change in net position	1,749,552	734
Net position, beginning of year, as restated	16,050,301	7,058
Net position, end of year	$ 17,799,853	$ 7,792

The accompanying notes to financial statements are an integral part of this statement.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:**

The financial statements of the City of Holly Hill, Florida (the City), have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the City has adopted the GASB Codification. The following is a summary of the City's significant accounting policies:

(a) **Reporting entity**—The City is a municipal corporation created by the Laws of Florida, Chapter 67-1274, located in Volusia County. The City was originally incorporated under the general laws of Florida on July 1, 1901 (Records of Incorporation, Volusia County, Vol. I, p. 101). This incorporation was validated in 1903 by Laws of Florida, Chapter 5346 (1903). The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager.

(b) **Blended component unit**—The City of Holly Hill Community Redevelopment Fund was created by Ordinance No. 2426 to account for the receipt and expenditure of property tax revenues from the tax increment financing district created to support City redevelopment. Although legally separate, the same elected City Commission members serve as the governing board of the Community Redevelopment Fund. Since the City is financially accountable for the activities of the Fund, its governing board is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a special revenue fund. Separate financial statements for the Community Redevelopment Fund are published.

(c) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report aggregated information for the overall government for all of the activities of the primary government. These statements do not report fiduciary funds or fiduciary component units such as retirement trust funds. Those activities are reported only in fund financial statements. The effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange revenues, are reported separately from business-type activities, which are financed wholly or partially by fees charged to external parties for goods or services and are reported in enterprise funds.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(1) **Summary of Significant Accounting Policies:** (Continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(d) **Measurement focus, basis of accounting, and financial statement presentation**—The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Government resources are allocated to, and accounted for in, individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The accounting and financial reporting treatment is determined by the applicable measurement focus and the basis of accounting. The basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Measurement focus indicates the type of resources being measured such as current financial resources (current assets less current liabilities) or economic resources (all assets and liabilities).

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period. Grants, other intergovernmental revenues, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, certain expenditures relating to future periods, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The City reports the following major governmental funds:

General Fund—The General Fund is the principal fund of the City which accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the City other than proprietary fund activities are financed through revenues received by the General Fund.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(1) **Summary of Significant Accounting Policies:** (Continued)

Community Redevelopment Trust Fund—The Community Redevelopment Trust Fund is a special revenue fund established by the City for the economic development of designated areas of the City that receives special incremental ad-valorem tax levies to pay for rehabilitation and redevelopment of the specified area in need of improvement to sustain the tax base, pay for capital projects and the payment of, general long-term debt principal, interest, and related costs associated with the CRA Redevelopment Refunding Revenue Note, Series 2012 and the CRA Redevelopment Revenue Note, Series 2013.

The City reports the following major proprietary funds:

Water and Sewer System Fund—The Water and Sewer System Fund accounts for the costs and recovery of costs in the form of user charges related to the production, treatment and distribution of potable water, along with the collection, treatment and disposal of sewage waste with the City. The maintenance and improvement of utility plant required to provide these goods and services are financed primarily from user charges. Physical plant expansion is financed primarily from revenue bond obligations and other long-term debt borrowings.

Stormwater Drainage Fund—The Stormwater Drainage Fund accounts for user charges assessed to citizens for the operation, maintenance and improvement of the City's stormwater drainage systems. Federal awards and state financial assistance are also a major source of revenue to assist with the financing of capital improvements to these facilities.

Solid Waste Fund—The Solid Waste Fund provides the community with refuse and recycling services provided by third-party contracted vendors, the costs of which are primarily recovered by user charges.

Additionally, the City reports the following fund types:

Special Revenue Fund—These funds are used to account for the proceeds of specific revenue sources (other than special assessments, or capital projects) which are legally restricted to finance particular functions or activities of the City. These funds include the Impact Fees Trust Fund, and Law Enforcement Trust Fund.

Capital Projects Fund—Capital projects funds are used to account for the financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary and trust funds).

Fiduciary Funds—These funds include the following:

Pension trust funds (Municipal Police Officers' Retirement Fund and the Municipal Firefighters' Pension Trust Fund) are accounted for by the City to provide data on the accumulation of financial resources to pay pension benefits to qualified participants in the City's Police and Fire pension trust funds.

The Holly Hill Police Explorers Custodial Fund accounts for monies held for the Police Explorers for which the City provides accounting and investing services.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

Internal Service Funds—The City's internal service funds account for the financial activities of its internal data processing, fleet lease, and vehicle maintenance. These funds provide services to departments of the City on a cost-reimbursement basis.

As a general rule, the effect of the City's interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments (when applicable). Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. The City recognizes as operating revenue the portion of impact fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

(e) **Budgetary information**—The annual operating budgets are adopted by the City Commission using the following procedures:

Annual budgets are adopted for all funds of the City except for the Pension Trust funds that are effectively controlled through governing agreements and related City ordinances. The annual operating budgets are prepared on a basis consistent with accounting principles generally accepted in the United States of America. Annual budget appropriations lapse at the end of each fiscal year, except for unexpended appropriations on open grant programs and capital projects, which are carried forward in subsequent annual budgets.

Encumbrance accounting is employed in governmental funds. Encumbrances represent open purchase orders and other commitments for goods/services that are not yet received and are recorded to reserve that portion of the applicable appropriation. Encumbrances are recognized as expenditures in the period in which the actual goods/services are received and a liability is incurred. Encumbrances outstanding at year-end are canceled and re-appropriated in the succeeding year's budget; such amounts, if material, are disclosed in the notes as commitments.

Prior to the first day of August of each year, the City Manager prepares a recommended budget for the next succeeding fiscal year and submits it to the City Commission. The recommended budget includes proposed expenditures and the source of receipts to finance them.

City Commission holds a series of budget workshops in addition to a minimum of two public hearings on the proposed budget and adopts the official annual budget of the City, by ordinance, prior to September 30.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

The budget, as adopted, may only be amended through formal approval by City Commission. Budgetary integration is established in the accounting records for control purposes at the object of expenditure level; however, the City Charter establishes the level at which expenditures may not legally exceed budget at the fund level. Therefore, the City Manager may transfer budgeted amounts within and between departments of the City without formal approval by City Commission.

During the year ended September 30, 2020, none of the City's funds reported actual expenditures that exceeded budgetary appropriations for the year.

(f) **Deposits and investments**—The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The City's investment policies are governed by state statutes and local resolution. These policies authorize the City to invest in bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest bearing savings accounts, interest bearing certificates of deposit and interest-bearing time deposits. All of the City's investments are reported at fair value. All fiduciary (police and fire pension) fund investments are stated at fair values.

(g) **Receivables and payables**—Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances," when applicable.

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. Utility operating sales are generally recognized on the basis of cycle billings rendered monthly. Unbilled accounts receivable are accrued by the City at September 30th, to recognize the sales revenues earned between the last meter reading dates made in mid-September through the end of the fiscal year

All unpaid property taxes receivable at year-end are at least 180 days past due, at which time the applicable property is subject to lien, and penalties and interest are assessed.

(h) **Inventories and prepaid items**—The cost of inventories are accounted for on the consumption basis wherein inventories are charged as expenditures when used rather than when purchased. All inventories are valued at cost, which approximates net realizable value, by using the first-in, first-out valuation method. The effect of this method is to flow the costs of the materials and supplies in the order in which they are purchased and to assign a balance sheet inventory valuation more nearly at current replacement value. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures / expenses when consumed rather than when purchased.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

(i) **Restricted assets**—Certain proceeds of the City's revenue note obligations, as well as certain resources set aside for their repayment, are classified as restricted assets in the government-wide financial statements because their use is limited by applicable legal indentures imposed by applicable bond covenants and other legal indentures. The restricted assets are used to report resources set aside to 1) provide a reserve for debt service, 2) provide a reserve for maintenance and replacement costs, and 3) acquire capital assets.

(j) **Capital assets**—Capital assets include property, plant, equipment and infrastructure assets. The terms general capital assets and general infrastructure assets relate only to the assets associated with governmental activities, whereas the terms capital assets and infrastructure assets relate to all such assets belonging to the City. The City has elected to report all known infrastructure assets and related depreciation expense on all infrastructure assets in the entity-wide statement of net position and statement of activities.

Capital assets are defined by the City as equipment with an initial individual cost of $5,000 or more and an estimated useful life of more than one year. The capitalization policy for building and improvements other than buildings require assets with an initial cost to be $5,000 or more before it is capitalized. For all infrastructure assets, costs must exceed $5,000 before the assets are capitalized. Such assets are recorded at historical cost or estimated historical cost, if purchased or constructed. Contributed assets are recorded at acquisition value on the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized if they meet the dollar threshold.

Proprietary fund capital assets that are constructed include construction period interest that is capitalized net of interest earned on unexpended construction funds depreciated over the remaining useful life of the related asset.

Maintenance and repairs of property, and replacements and renewals of items determined to be less than units of property, are charged to operating expenses as incurred.

Depreciation is reported for the primary government using the straight-line method (half-year convention in year of acquisition) calculated on a service-life basis to amortize the cost of the asset over their estimated economic useful lives, which are as follows:

Assets	Years
Buildings	1 – 50 years
Improvements	1 – 50 years
Machinery and equipment	1 – 30 years
Infrastructure	1 – 50 years

(k) **Compensated absences**—The portion of payroll costs paid subsequent to year-end attributable to services performed prior to year-end, including accumulated unpaid vacation and sick-leave, is recorded and recognized as a current liability. The portion of the liability for compensated absences attributable to periods beyond the current year is recognized as a long-term liability. Two of the City's major governmental funds (General and Community Redevelopment Agency Special Revenue Funds) employ personnel and are responsible for liquidating governmental fund compensated absence obligations. The liability for compensated absences in the Proprietary Fund Types is liquidated in the Proprietary Fund in which the liability originally incurred.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

(l) **Unearned revenue**—Unearned revenues are reported when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when resources are received by the City before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the City has a legal claim to the resources, the liability for unearned revenue is removed and revenue is recognized.

(m) **Long-term obligations**—In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable premium or discount.

(n) **Deferred outflows/inflows of resources**—In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources expense until then. The City has three items, deferred charge on refunding, which arise from the Police Plan, Fire Plan, FRS and HIS pensions and the OPEB plan, that qualify for reporting in this category.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items, which arise from the Police Plan, Fire Plan, FRS and HIS pensions, and OPEB Plan, that qualify for reporting in this category. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

(o) **Pensions / Net pension liabilities**—For purposes of measuring the net pension liability, total OPEB liability, deferred outflows of resources and deferred inflows of resources related to pensions/OPEB, and pension/OPEB expense, information about the fiduciary net position of the Police defined benefit plan, Fire defined benefit plan, FRS defined benefit plan and the HIS defined benefit plan, OPEB plan and additions to/deductions from the Police, Fire, FRS and the HIS fiduciary and OPEB plan net position have been determined on the same basis as they are reported by the Police, Fire, FRS, and HIS and OPEB plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

(p) **Fund balance policies**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

(i) *Nonspendable* – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale unless the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(1) **Summary of Significant Accounting Policies:** (Continued)

(ii) *Restricted* – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources from external resource providers and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation). The City has classified Forfeitures as being restricted because their use is restricted by State Statute for police investigative expenditures. Debt service resources are to be used for future servicing of the revenue note and are restricted through debt covenants. Infrastructure Projects are restricted by State Statute and County laws and are legally segregated for funding of infrastructure improvements.

(iii) *Committed* – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Commission. The City Commission is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

(iv) *Assigned* – This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Commission or through the City Commission delegating this responsibility to the City Manager through the budgetary process, as is authorized under Article I, Section 30-27 of the City's Code of Ordinances.

(v) *Unassigned* – This classification includes the residual fund balance for the General Fund and fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

The City has a policy establishing the following targeted minimum and maximum reserve levels of unassigned fund balances:

Fund	Minimum	Maximum
General	20%	25%
Water and Sewer	20%	25%
Solid Waste	20%	100%
Stormwater	20%	25%

The above targets are based on current fiscal year operating expenditures and transfers out less non-recurring capital budgeted for the funds.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

(q) **Net position**—The government-wide and business-type activities fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted. Net investment in capital assets groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt as well as interest accrued on that debt attributed to the acquisition, construction or improvement of these assets reduce the balance in this category. Restricted net position includes all net position with external restrictions imposed by creditors, grantors, or laws and regulations of other governments. Unrestricted net position is the residual amount of net position of the City that is not restricted for any particular purpose. The unrestricted Water and Sewer Fund net position includes revenues designated by the City Commission for use in future capital repair and replacement projects.

(r) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(s) **Change in accounting principle**—The City adopted the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities* (GASB 84). As a result of the implementation of GASB 84, the City reported a restatement of the Holly Hill Police Explorers Custodial Fund beginning net position for the change in accounting principle. See Note (13) for restatement of beginning equity and nonmajor governmental fund balance and governmental activities.

(2) **Reconciliation of Government-Wide and Fund Financial Statements:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance - total governmental funds and net position - governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation. reconciliation.

(3) **Property Tax Calendar:**

Under Florida law, the assessment of all properties and the collection of all county, municipal and school district property taxes are consolidated in the offices of the County Property Appraiser and County Finance Director. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills. The millage rate assessed by the City was 6.25 mills for the (2019 tax year) fiscal year ended September 30, 2020.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(4) **Deposits and Investments:**

The City's investment policies are governed by Chapter 280 and 218, Florida Statutes. For all investments authorized by statute the City applies the "Prudent Person" standard when developing investment strategies. The basic allowable investment instruments are as follows:

The Local Government Surplus Trust Funds or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01

Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency

Interest bearing time deposits or savings accounts in qualified public depositors as defined in Chapter 280, Florida Statutes.

Direct obligations of the United States Treasury

Deposits include cash on hand and amounts held in the City's demand accounts. At September 30, 2020, the carrying amount of the City's deposits was $14,646,959 with bank balances totaling $15,139,326. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City's custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

The Florida Security for Public Deposits Act (the Act) established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

Investments of the defined benefit pension plans consist principally of debt and equity mutual funds, all of which are authorized by the plans.

The City invests temporarily idle resources in Certificates of Deposit, the Florida Prime Investment Pool (Florida PRIME), Florida Local Government Investment Trust (FLGIT) and the Local Government Investment Pool (FLCLASS). Florida PRIME is administered by the Florida State Board of Administration (SBA), who provides regulatory oversight. Florida PRIME, FLGIT, and FLCLASS are similar to money market funds in which units are owned in the fund rather than the underlying investments. These investments are reported at amortized cost and meet the requirements of GASB Statement No. 31, as amended by GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, which establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. There is no limitation or restrictions on withdrawals from Florida PRIME; FLGIT, and FLCLASS although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the funds' executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(4) **Deposits and Investments:** (Continued)

The City measures and records its investments, assets whose use is limited, and restricted assets using fair value measurement guidelines established by GASB. The City has not changed valuation techniques since the prior year. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

The asset's or liability's level within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The determination of what constitutes observable inputs requires judgment by City's management. City management considers observable data to be that market data which is readily available, regularly distributed or updated, reliable, and verifiable, not proprietary, and provided by multiple independent sources that are actively involved in the relevant market.

The categorization of an investment or liability within the hierarchy is based upon the relative observability of the inputs to its fair value measurement and does not necessarily correspond to City management's perceived risk of that investment or liability.

The City applies fair market value updates to its securities on a daily basis. Security pricing is provided by a third party, and is reported daily to the City by its custodian bank. Assets are categorized by asset type, which is a key component of determining hierarchy levels.

Asset types allowable per the City's investment policy generally fall within hierarchy level 1 and 2. The City recorded its investments at fair value, and primarily uses the Market Approach to valuing each security.

The following is a description of the valuation techniques used for assets measured at fair value:

US Treasury Notes, GNMA, and Municipal Obligations—Valued based on a matrix pricing model.

Corporate Bonds—Valued based on a matrix pricing model.

Corporate Equities and Mutual Funds—Valued at fair value based on quoted market prices at year end.

Money Market Funds—Valued at the underlying fund balance.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(4) **Deposits and Investments:** (Continued)

As of September 30, 2020, the City's Governmental, Business, and Custodial type funds had the following investments, effective duration, and fair value hierarchy level:

		Investment Maturities (in Years)					
Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10	Credit Rating	Fair Value Hierarchy Level
Governmental and Business-Type:							
U.S. Government Agencies	$ 3,368,350	$ -	$ 3,368,350	$ -	$ -	N/A	N/A
Florida Prime	5,096,137	5,096,137	-	-	-	AAAm	2
Florida Local Investment Trust	3,589,357	3,589,357	-	-	-	AAAm	2
FLCLASS	5,094,648	5,094,648	-	-	-	AAAm	2
Certificate of Deposit	250,000	250,000	-	-	-	N/A	N/A
Total Government and Business-type investments	$ 17,398,492	$ 14,030,142	$ 3,368,350	$ -	$ -		

The following chart shows the Police Plan's cash and investment accounts by investment portfolios and their respective maturities as of September 30, 2020:

		Investment Maturities (in Years)					
Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10	Credit Rating	Fair Value Hierarchy Level
Money market fund	$ 202,309	$ 202,309	$ -	$ -	$ -	AA+	N/A
U.S. Treasuries	662,964	-	513,314	149,650	-	AA+	1
Bonds and debt obligations	1,454,622	96,792	851,587	506,243	-	BBB to AAA	2
Real estate investment fund	1,053,506	1,053,506	-	-	-	N/A	N/A-NAV
Mutual funds/Equity financials	9,044,012	9,044,012	-	-	-	N/A	1
Total Portfolio	$ 12,417,413	$ 10,396,619	$ 1,364,901	$ 655,893	$ -		

The following chart shows the Fire Plan's cash and investment accounts by investment portfolios and their respective maturities as of September 30, 2020:

		Investment Maturities (in Years)					
Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10	Credit Rating	Fair Value Hierarchy Level
Money market fund	$ 70,132	$ 70,132	$ -	$ -	$ -	AA+	N/A
U.S. Treasuries	62,572	-	19,428	-	43,144	AA+	1
Bonds and debt obligations	694,180	28,082	404,000	84,655	177,443	BBB to AAA	2
U.S. Government agencies	639,058	-	74,121	172,358	392,579	N/A	2
Multi-employer property fund	391,219	391,219	-	-	-	N/A	2
Mutual funds/Equity financials	3,502,239	3,502,239	-	-	-	N/A	1
Total Portfolio	$ 5,359,400	$ 3,991,672	$ 497,549	$ 257,013	$ 613,166		

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(4) **Deposits and Investments:** (Continued)

The Police Plan's ownership interest in the U.S. Real Estate Investment Fund, LLC (the Real Estate Fund) is offered and sold by means of a private placement offering conducted in compliance with Rule 506 of Regulation D under the Securities Act of 1933, as amended. The Real Estate Fund is an open-end diversified core commingled real estate fund that invests in private real estate and is structured as a Delaware limited liability company. As of September 30, 2020, the Police Plan held 855.76 interests with a net asset value (NAV) of $1,053,506. Interests are purchased and redeemed through periodic transactions and the value of the interests purchased or sold in such transactions is based on the interest value applicable to the valuation date at which each individual transaction occurred.

The estimated value of the Real Estate Fund is based on the NAV of the interests held and per GASB 72 no level is assigned in the fair value hierarchy.

Requests for redemptions of interests in the Real Estate Fund may be made at any time after the later of (i) the first anniversary of the Initial Closing and (ii) the date upon which the NAV first exceeds $200 million (the period then ending, the "Redemption Lockout Period") (Total ending NAV at September 30, 2020 was approximately $6.5 million), and subject to Article 7, a Member may elect to have the Company redeem some or all of its Interests by providing the Manager with written notice to such effect (a "Redemption Notice") in a form acceptable to the Manager at least 90 days prior to a calendar quarter end; provided, in any case, that there is not an Unfunded Capital Commitment with respect to such Member. Unless such notice period is waived by the Manager, redemption requests will be effective as of the first calendar quarter end upon or after the expiration of the 90-day notice period (the "Redemption Effective Date") (Interests subject to a valid Redemption Notice shall, upon the Redemption Effective Date, become "Redemption Interests").

As of September 30, 2020, there were no unfunded commitments.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The City does not have a policy regarding interest rate risk. The City manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of one year or less, with a special provision allowing up to 20% of the investment portfolio to have a maturity of not more than five years.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City's investment policy limits credit risk by restricting authorized investments to those described above. Also, the policy requires that investments held are to be diversified to the extent practicable to control the risk of loss resulting from over concentration of assets in a specific maturity, issue, instrument, dealer or bank through which financial instruments are bought and sold.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(4) **Deposits and Investments:** (Continued)

Custodial Credit Risk—Deposits: In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, *The Florida Security for Public Deposits Act*, the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State Chief Financial Officer (CFO) as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State CFO to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State CFO's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State CFO.

The City's investment policy pursuant to Section 218.415(18), Florida Statutes requires securities, with the exception of certificates of deposits, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The City's investment policy requires that time deposit investments be made only with banking institutions that are members of the State of Florida collateral pool. Florida Statutes authorize, and the state administers, a collateral pool that ensures no loss of public funds

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The City's investment policy requires diversification, but does not specify limits on types of investments. Both the Police and Fire Pension trust funds investments are in accordance with City Ordinance and in compliance with Florida Statutes F.S. 175 and F.S. 185.

Investments held in the City's Police and Firefighters' pension trust funds (the "Police Plan" and "Fire Plan", respectively) are generally held to maturity to provide a stable investment interest rate platform which is vital to the projection of actuarial pension costs in the future. Both the Police and Fire Pension trust funds are invested per City Ordinance and in compliance with Florida Statutes F.S. 175 and F.S. 185.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. Investments in the City's Police and Fire Plans include international equity stocks and other investments.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(4) **Deposits and Investments:** (Continued)

The Police Plan's exposure to foreign currency risk is as follows at September 30, 2020:

Country	Percentage	Currency	Fair Value
Euro Zone	2.3%	Euro	$ 282,903
Japan	1.6%	Japanese Yen	198,757
China	1.4%	Chinese Yuan	168,291
India	0.9%	Indian Rupee	114,612
Brazil	0.7%	Brazilian Real	92,850
United Kingdom	0.7%	Pound Sterling	91,399
Various	4.0%	Various	501,973
Total Portfolio	11.6%		$ 1,450,785

The Fire Plan's exposure to foreign currency risk is as follows at September 30, 2020:

Country	Percentage	Currency	Fair Value
Euro Zone	3.5%	Euro	$ 186,988
Japan	2.2%	Japanese Yen	118,689
China	1.1%	Chinese Yuan	60,476
United Kingdom	1.1%	Pound Sterling	59,734
India	0.8%	Indian Rupee	41,186
Brazil	0.6%	Brazilian Real	33,366
Various	3.9%	Various	210,286
Total Portfolio	13.2%		$ 710,725

(5) **Accounts Receivable:**

The City's receivables consisted of the following at September 30, 2020:

	Gross Receivable	Allowance for Doubtful Accounts	Net Receivable
Governmental Activities:			
General Fund	$ 341,381	$ (21,058)	$ 320,323
Community Redevelopment Fund	459	-	459
Total – Governmental Activities	341,840	(21,058)	320,782
Business-Type Activities:			
Water and Sewer Fund	964,232	(104,767)	859,465
Solid Waste Fund	309,657	(38,007)	271,650
Stormwater Fund	35,087	(33,718)	1,369
Totals – Business-Type Activities	1,308,976	(176,492)	1,132,484
Totals	$ 1,650,816	$ (197,550)	$ 1,453,266

In addition to accounts receivable, the City also recorded $1,789,714 in due from other governments at September 30, 2020. Approximately $429,995 of the intergovernmental receivable amounts relates to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") passed through Volusia County.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(6) **Interfund Loans and Transfers:**

The outstanding balances between funds result mainly from the time lag between the dates reimbursable expenditures occur, when transactions are recorded in the accounting system, and when payments between funds are made. At September 30, 2020, individual fund interfund receivables and payables for the primary government were comprised of the following:

	Due from Other Funds	Due to Other Funds
Internal Service Fund – Data Processing	$ 74,622	$ -
General Fund	-	74,622
General Fund	91,000	-
Solid Waste Fund	-	91,000
Total – All Funds	$ 165,622	$ 165,622

Transfers are used to (1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, (2) move restricted amounts from borrowings to the debt service funds to establish and maintain mandatory reserve and sinking fund accounts, (3) move revenues from proprietary fund operations to the general fund for payments in lieu of taxes, and (4) move unrestricted revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as matching funds for various grant programs.

For the year ended September 30, 2020, individual fund transfers to and from other funds for the primary government were comprised of the following:

	Transfers In				
	General Fund	Capital Projects	Water Sewer	Internal Service-Fleet	Total
Transfers Out:					
General Fund	$ -	$ 570,000	$ -	$ 8,074	$ 578,074
Enterprise:					
Water Sewer	-	45,747	-	7,695	53,442
Stormwater	-	-	32,938	-	32,938
Solid Waste	200,000	-	-	-	200,000
Total	$ 200,000	$ 615,747	$ 32,938	$ 15,769	$ 864,454

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(7) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2020, is as follows:

	Beginning Balance, as restated	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated				
Land	$ 2,976,600	$ -	$ (295,608)	$ 2,680,992
Construction in progress	1,053,695	1,760,032	(1,025,225)	1,788,502
Total capital assets, not being depreciated	4,030,295	1,760,032	(1,320,833)	4,469,494
Capital assets, being depreciated				
Buildings	5,419,057	317,220	-	5,736,277
Improvements other than buildings	6,058,943	1,566,025	(22,312)	7,602,656
Machinery and equipment	3,617,654	242,596	(115,226)	3,745,024
Infrastructure	9,041,290	1,175	(2,350)	9,040,115
Total capital assets, being depreciated	24,136,944	2,127,016	(139,888)	26,124,072
Less accumulated depreciation				
Buildings	(2,846,420)	(151,116)	-	(2,997,536)
Improvements other than buildings	(3,283,185)	(291,344)	36,829	(3,537,700)
Machinery and equipment	(2,350,701)	(252,156)	73,840	(2,529,017)
Infrastructure	(5,334,314)	(207,310)	-	(5,541,624)
Total accumulated depreciation	(13,814,620)	(901,926)	110,669	(14,605,877)
Total capital assets, being depreciated, net	10,322,324	1,255,090	(26,219)	11,518,195
Governmental activities capital assets, net	$ 14,352,619	$ 2,985,122	$ (1,350,052)	$ 15,987,689

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities:				
Capital assets, not being depreciated				
Land	$ 695,651	$ -	$ -	$ 695,651
Construction in progress	1,154,872	239,306	(1,138,088)	256,090
Total capital assets, not being depreciated	1,850,523	239,306	(1,138,088)	951,741
Capital assets, being depreciated				
Buildings	11,039,613	71,450	-	11,111,063
Improvements other than buildings	33,852,734	1,738,963	(197,174)	35,394,523
Machinery and equipment	5,858,778	154,310	(541,588)	5,471,500
Infrastructure	8,406,935	-	-	8,406,935
Total capital assets, being depreciated	59,158,060	1,964,723	(738,762)	60,384,021
Less accumulated depreciation				
Buildings	(7,909,734)	(169,394)	-	(8,079,128)
Improvements other than buildings	(16,741,880)	(1,257,549)	115,413	(17,884,016)
Machinery and equipment	(4,730,177)	(262,564)	489,254	(4,503,487)
Infrastructure	(4,951,687)	(251,522)	-	(5,203,209)
Total accumulated depreciation	(34,333,478)	(1,941,029)	604,667	(35,669,840)
Total capital assets, being depreciated, net	24,824,582	23,694	(134,095)	24,714,181
Business-type activities capital assets, net	$ 26,675,105	$ 263,000	$ (1,272,183)	$ 25,665,922

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(7) **Capital Assets:** (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General government	$ 121,018
Public safety	135,219
Public works	185,294
Economic environment	185,656
Physical environment	25,915
Culture and recreation	233,803
Internal service funds	15,021
Total depreciation expense - governmental activities	$ 901,926
Business-type activities:	
Water & Sewer	$ 1,637,338
Solid Waste	507
Stormwater	303,184
Total depreciation expense - business-type activities	$ 1,941,029

(8) **Long-Term Liabilities:**

Long-term liability activity for the City for the fiscal year ended September 30, 2020, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental activities:					
Notes payable	$ 5,470,000	$ -	$ (730,000)	$ 4,740,000	$ 745,000
Compensated absences	851,528	194,121	(171,710)	873,939	194,121
Total long-term liabilities	$ 6,321,528	$ 194,121	$ (901,710)	$ 5,613,939	$ 939,121

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Business-type activities:					
Bonds payable	$ 8,255,000	$ -	$ (1,330,000)	$ 6,925,000	$ 1,355,000
Notes payable	5,084,682	-	(831,190)	4,253,492	851,864
Compensated absences	255,284	48,195	(70,451)	233,028	48,195
Total long-term liabilities	$ 13,594,966	$ 48,195	$ (2,231,641)	$ 11,411,520	$ 2,255,059

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(8) **Long-Term Liabilities:** (Continued)

Notes payable in the City's governmental activities at September 30, 2020, were comprised of the following obligations:

Community Redevelopment Agency (CRA) Redevelopment Revenue Refunding Note, Series 2012, was issued on April 25, 2012, in the amount of $4,835,000. The proceeds were used to refinance an existing (Series 2005) revenue note. It is secured by revenues generated exclusively from the CRA tax increment financing district. Semi-annual principal and interest payments are due on May 1st and November 1st. The stated interest rate is 2.04% and the note matures on May 1, 2026. The outstanding balance at September 30, 2020, was $2,240,000.

Community Redevelopment Agency (CRA) Redevelopment Revenue Refunding Note, Series 2013, was issued on April 24, 2013, in the amount of $5,000,000 for the purpose of funding capital improvement projects in the City's Community Redevelopment Agency. It is secured by revenues generated exclusively from the CRA tax increment financing district. Semi-annual principal and interest payments are due on May 1st and November 1st. The stated interest rate is 2.33% and the note matures on May 1, 2026. The outstanding balance at September 30, 2020, was $2,500,000.

Annual debt service requirements to maturity for the City's governmental activities notes payable are as follows:

Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2021	$ 745,000	$ 109,347	$ 854,347
2022	765,000	91,280	856,280
2023	780,000	72,855	852,855
2024	800,000	54,012	854,012
2025	815,000	34,750	849,750
2026-2030	835,000	15,003	850,003
Total	$ 4,740,000	$ 377,247	$ 5,117,247

Bonds payable in the City's business-type activities at September 30, 2020, were comprised of the following obligations:

Water and Sewer System Improvement Revenue Bond, Series 2005, was issued on October 12, 2005, in the amount of $1,500,000 to finance improvements to the City's water and sewer utility system. It is payable from revenues generated from the water and sewer system. Annual principal and interest payments due on October 1st. The stated interest rate is 3.82% and the bond matures on October 1, 2025. The outstanding balance at September 30, 2020, was $570,000.

Water and Sewer System Improvement Revenue Bond, Series 2011, was issued on April 26, 2011, in the amount of $4,550,000 to finance improvements to the City's water and sewer utility system. It is payable from revenues generated from the water and sewer system. Semi-annual principal and interest payments are due on April 1st and October 1st. The stated interest rate is 3.46% and the bond matures on October 1, 2030. The outstanding balance at September 30, 2020, was $2,985,000.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(8) **Long-Term Liabilities:** (Continued)

Water and Sewer System Improvement Refunding Revenue Bond, Series 2012, was issued on July 11, 2012, in the amount of $8,440,000 to finance improvements to the City's water and sewer utility system and to refund previously issued bond outstanding for the same purpose. It is payable from revenues generated from the water and sewer system. Semi-annual principal and interest payments are due on April 1st and October 1st. The stated interest rate is 1.95% and the bond matures on October 1, 2022. The outstanding balance at September 30, 2020,was $2,715,000.

Water and Sewer System Improvement Revenue Bond, Series 2013, was issued on June 26, 2013, in the amount of $1,540,000 to finance improvements to the City's water and sewer utility system. It is payable from revenues generated from the water and sewer system. Annual principal and interest payments due on October 1st. The stated interest rate is 1.94% and the bond matures on October 1, 2023. The outstanding balance at September 30, 2020,was $655,000.

Notes payable in the City's business-type activities at September 30, 2020, were comprised of the following obligations:

State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement was issued on July 28, 1998, in the amount of $2,647,500 for the purpose to finance the construction of wastewater infiltration and inflow correction facilities. It is secured with water and sewer service charges. Semi-annual principal and interest payments are due on May 15th and November 15th. The stated interest rate is 3.11% and the note matures on May 15, 2021. The outstanding balance at September 30, 2020,was $156,776.

State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement was issued on November 21, 2005, in the amount of $659,388 for the purpose to finance the construction of wastewater infiltration and inflow correction facilities. Itis secured with water and sewer service charges. Semi-annual principal and interest payments are due on April 15th and October 15th. The stated interest rate is 2.12% and the note matures on October 15, 2026. The outstanding balance at September 30, 2020,was $246,337.

State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement was issued on October 17, 2007, in the amount of $5,261,318 for the purpose to finance the construction of wastewater infiltration and inflow correction facilities. It is secured with water and sewer service charges. Semi-annual principal and interest payments are due on March 15th and September 15th. The stated interest rate is 2.17% and the note matures on March 15, 2029. The outstanding balance at September 30, 2020,was $2,543,233.

State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement dated June 24, 2003 in the aggregate amount of $5,298,810 for local stormwater pollution control and drainage improvements. It is secured with stormwater service charges. Semi-annual principal and interest payments are due on January 15th and July 15th. The stated interest rate varies from 1.99% to 3.27% and the note matures on July 15, 2023. The outstanding balance at September 30, 2020,was $1,018,993.

SunTrust Equipment Finance & Leasing Corp dated November 30, 2018, in the amount of $379,555. Lease is collateralized by specific equipment. Principal and interest payments are due in monthly installments. The stated interest rate is 3.36% and term of agreement ends on November 30, 2025. The outstanding balance at September 30, 2020,was $288,153.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(8) **Long-Term Liabilities:** (Continued)

Annual debt service requirements to maturity for the City's business-type activities bonds and notes payable, are as follows:

Year Ending September 30,	Business-type Activities		
	Principal	Interest	Total
2021	$ 2,206,864	$ 300,478	$ 2,507,342
2022	2,106,384	243,378	2,349,762
2023	2,153,078	188,318	2,341,396
2024	904,504	145,086	1,049,590
2025	758,690	119,944	878,634
2026-2030	2,728,972	277,730	3,006,702
2031-2035	320,000	6,728	326,728
Total	$ 11,178,492	$ 1,281,662	$ 12,460,154

(9) **Commitments and Contingencies:**

The City is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2020. The outcomes of established claims are included in these financial statements. In the opinion of the City's legal counsel, no legal proceedings are pending or threatened against the City which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

(10) **Risk Management:**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

(11) **Other Postemployment Benefits (OPEB):**

Plan Description—The City of Holly Hill, Florida, Post-Retirement Benefits Plan (the Plan) is a single-employer healthcare plan administered by the City. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the Plan to retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Eligible individuals include all regular employees of the City who retire from active service under one of the pension plans sponsored by the City. Under certain conditions, eligible individuals also include spouses and dependent children. The Plan does not issue a publicly available financial report.

Funding Policy—The contribution requirements of plan members and the City are established by state statutes and may be amended by the state legislature. The required contribution is based on projected pay-as-you-go financing requirements and is subject to constant revision. The City has opted to not fund the total OPEB obligation or the resulting unfunded actuarial accrued liability on an annual basis. The City utilizes the General Fund to liquidate the liability for the OPEB obligation from previous years.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(11) **Other Postemployment Benefits (OPEB):** (Continued)

Benefits Provided—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the City is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee, known as the "implicit rate subsidy."

Plan Membership—At October 1, 2018, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	108
Inactive Plan Members or Beneficiaries	46
	154

Total OPEB Liability—The City's total OPEB liability of $3,247,548 was measured as of September 30, 2020, and was determined by an actuarial valuation as of October 1, 2018.

Actuarial Assumptions and Other Inputs—The total OPEB liability in the September 30, 2020, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Inflation rate	2.50%
Salary increase rates	Varies by service
Discount rate	2.14%
Initial trend rate	8.00%
Ultimate trend rate (in 2074)	4.00%

The City does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the Bond Buyer 20-Bond Index as published by the Federal Reserve in the week closest to the measurement date.

Mortality rates were based on the RP-2000 Mortality Tables. All mortality rates are those outlined in Milliman's July 1, 2018, Florida Retirement System (FRS) valuation report.

For the fiscal year ended September 30, 2020, changes in the total OPEB liability were as follows:

Balance at September 30, 2019	$ 2,558,517
Changes for a year:	
Service cost	175,335
Interest	96,129
Changes of assumptions	515,802
Benefit payments – implicit rate subsidy	(98,235)
Net changes	689,031
Balance at September 30, 2020	$ 3,247,548

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(11) **Other Postemployment Benefits (OPEB):** (Continued)

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB liability of the City calculated using the discount rate of 2.14%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.14%) or 1% higher (3.14%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Total OPEB Liability	$ 3,713,076	$ 3,247,548	$ 2,873,462

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:

The following presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (3.00%-7.00%) or 1% higher (5.00%-9.00%) than the current healthcare cost trend rates (4.00%-8.00%):

	1% Decrease	Current Trend Rates	1% Increase
Total OPEB Liability	$ 3,037,488	$ 3,247,548	$ 3,493,599

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended September 30, 2020, the City recognized OPEB expense of $302,365. At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 1,177	$ -
Changes of assumptions	412,642	191,902
Total	$ 413,819	$ 191,902

Deferred outflows for contributions subsequent to the measurement date will be recognized in fiscal year 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30:	Amortization
2021	$ 28,801
2022	28,801
2023	61,153
2024	103,162
2025	-
Thereafter	-

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:**

A. Florida Retirement System

Plan Description and Administration

The entity participates in the Florida Retirement System (FRS), a multiple-employer, cost sharing defined public employee retirement system which covers all of the entity's full-time employees. The System is administered by the State of Florida, Department of Administration, Division of Retirement to provide retirement and survivor benefits to participating public employees. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. The FRS is a single retirement system administered by the Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (Plan), with a Deferred Retirement Option Program (DROP), and a defined-contribution plan, referred to as the FRS Investment Plan (Investment Plan).

In addition, all regular employees of the entity are eligible to enroll as members of the Retiree Health Insurance Subsidy (HIS) Program. The HIS is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Benefits Provided and Employees Covered

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Employees may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer and employee contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular, DROP, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service.

Financial Statements

Financial statements and other supplementary information of the FRS are included in the State's Comprehensive Annual Financial Report, which is available from the Florida Department of Financial Services, Bureau of Financial Reporting Statewide Financial Reporting Section by mail at 200 E. Gaines Street, Tallahassee, Florida 32399-0364; by telephone at (850) 413-5511; or at the Department's Web site (www.myfloridacfo.com). An annual report on the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from:

Florida Department of Management Services
Division of Retirement, Research and Education Services
P.O. Box 9000
Tallahassee, FL 32315-9000
850-488-5706 or toll free at 877-377-1737

Contributions

The entity participates in certain classes of FRS membership. Each class has descriptions and contribution rates in effect at September 30, 2020, as follows (contribution rates are in agreement with the actuarially determined rates):

FRS Membership Plan & Class	Through June 30, 2020	After June 30, 2020
Regular Class	8.47%	10.00%
Senior Management	25.41%	27.29%
Special Risk	25.48%	24.45%

Current-year employer HIS contributions were made at a rate of 1.66% of covered payroll.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

For the plan year ended June 30, 2020, actual contributions made for employees participating in FRS and HIS were as follows:

Entity Contributions – FRS	$	278,948
Entity Contributions – HIS		49,957
Employee Contributions – FRS		90,285

Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At September 30, 2020, the entity reported a liability related to FRS and HIS as follows:

Plan		Net Pension Liability
FRS	$	3,638,766
HIS		1,058,515
Total	$	4,697,281

The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The entity's proportion of the net pension liability was based on a projection of the long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, as actuarially determined. At June 30, 2020 and June 30, 2019, the entity's proportionate share of the FRS and HIS net pension liabilities were as follows:

Plan	2020	2019
FRS	0.008395575%	0.003192409%
HIS	0.008669360%	0.001800389%

For the year ended June 30, 2020, pension expense was recognized related to the FRS and HIS plans as follows:

Plan		Pension Expense
FRS	$	845,156
HIS		91,692
Total	$	936,848

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Deferred outflows/inflows related to pensions:

At September 30, 2020, the entity reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 139,263	$ -	$ 43,300	$ (817)
Changes of assumptions	658,732	-	113,820	(61,549)
Net difference between projected and actual investment earnings	216,656	-	845	-
Change in proportionate share	284,094	(3,063)	36,127	(54,086)
Contributions subsequent to measurement date	72,798	-	11,076	-
	$ 1,371,543	$ (3,063)	$ 205,168	$ (116,452)

The above amounts for deferred outflows of resources for contributions related to pensions resulting from entity contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended September 30, 2021. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	FRS	HIS	Total
2021	$ 279,135	$ 30,461	$ 309,596
2022	385,654	22,079	407,733
2023	333,590	2,387	335,977
2024	219,801	7,549	227,350
2025	77,501	10,506	88,007
Thereafter	-	4,659	4,659
Total	$ 1,295,681	$ 77,641	$ 1,373,322

Actuarial assumptions:

The actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation, using the entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS investments is 6.80%. This rate decreased from the prior year rate, which was 6.90%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 2.21% was used to determine the total pension for the program. This rate decreased from the prior year rate, which was 3.50%. Mortality assumptions for both plans were based on the PUB2010 base table varies by member category and sex, projected generationally with Scale MP-2018 details.

Long-term expected rate of return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2020, the FRS Actuarial Assumptions conference reviewed long-term assumptions developed by both Milliman's capital market assumptions team and by a capital market assumptions team from Aon Hewitt Investment Consulting, which consults to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Expected Rate of Return
Cash	1.0%	2.2%
Fixed income	19.0%	3.0%
Global equities	54.2%	8.0%
Real estate	10.3%	6.4%
Private equity	11.1%	10.8%
Strategic investments	4.4%	5.5%
Total	100.0%	

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the proportionate shares of the FRS and HIS net pension liability of the entity calculated using the current discount rates, as well as what the entity's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL with 1% Decrease	NPL at Current Discount Rate	NPL with 1% Increase
FRS	6.80%	$ 5,810,497	$ 3,638,766	$ 1,824,926
HIS	2.21%	1,223,596	1,058,515	923,396

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

B. Municipal Police Officers' and Firefighters' Defined Benefit Pension Plans

The City maintains and administers separate single-employer pension plans for all eligible police officers and firefighters, which assets are included in the Municipal Police Officers' Retirement Trust Fund (the "Police Plan") and the Municipal Firefighters' Pension Trust Fund (the "Fire Plan"). The plans do not issue stand-alone financial reports and are not included in any other retirement systems or entities financial report.

Plan Description and Administration

All certified police officers and firefighters are eligible to participate in the respective plans after a six-month probationary period. Benefits vest with eligible employees after six years of participation. The funding methods and the determination of benefits payable are provided in the various acts of the Florida Legislature, which created the funds, including subsequent amendments thereto. These statues provide, in general, that funds are to be accumulated from employee contributions, City contributions, State appropriations and income from investments from accumulated funds. The statutes also provide that should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the funds by an appropriation from current funds or from any revenues which may be lawfully used for said purposes in an amount sufficient to make up the deficiency. The investments of the two funds are administered, managed, and operated by their respective boards of trustees using the services of the City staff and local financial institutions.

The Plans are administered by a Board of Trustees comprised of the following:

Police Plan—Two legal residents of the City, appointed by the City Commission; two members of the Plan elected by a majority of the police officers who are members of the Plan; and a fifth trustee who is chosen by a majority of the first four trustees.

Fire Plan—Two legal residents of the City, appointed by the City Commission; two members of the Plan elected by a majority of the firefighters who are members of the Plan; and a fifth trustee who is chosen by a majority of the first four trustees.

Benefits Provided and Employees Covered

Each Plan provides retirement, termination, disability, and death benefits to plan participants and beneficiaries. Current membership in the employee retirement plans was composed of the following at October 1, 2019:

	Police Plan	Fire Plan
Inactive plan members or beneficiaries currently receiving benefits	19	12
Inactive plan members entitled to but not yet receiving benefits	6	1
Active plan members	23	12
Total plan membership	48	25

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Financial Statements

The financial statements of the plans are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. All plan investments are reported at fair value and are managed by an independent third-party money manager.

Investments that do not have an established market are reported at estimated fair value. Performance reporting, administrative expenses, and the City's asset valuation are based on the custodians' determination of value. Administrative costs of the Plan are financed through investment earnings or, at the exclusive option of the City, from expense reimbursements made by the City.

Contributions

The State of Florida has established guidelines for state and local pension plan funding and requires submission to and approval of the local government's actuarial reports by a State Bureau at least every third year. Authority to establish and amend benefits rests with the City Commission. The employer contribution requirements are actuarially determined.

The City participates under Chapters 175 and 185, Florida Statutes, in establishing its own Municipal Police Officers' and Firefighters' Retirement Trust Funds. As a participating city, the City receives annual distributions of fire insurance premium tax and casualty insurance premium tax on property and casualty insurance policies written within the City's legal limits. The tax monies are collected by the Florida Department of Revenue and disbursed by the Florida Division of Retirement to each participating city or district. Amounts received by the City are legally restricted to be deposited directly into the respective retirement trust funds. These contributions are recorded and recognized in the General Fund as intergovernmental revenue with a corresponding expenditure reported in Public Safety personal service costs.

The City uses the Entry Age Normal Actuarial Cost Method for both Plans to determine required contribution under its retirement systems because it provides for the systematic funding of the normal cost and any unfunded actuarial accrued liabilities. These are acceptable methods to the State of Florida.

For the year ended September 30, 2020, contributions to the City's pension plans were as follows:

	Police Plan	Fire Plan	Total
Plan member contributions	$ 76,812	$ 44,195	$ 121,007
City contributions	432,123	275,076	707,199
State contributions	139,910	44,151	184,061
Total contributions	$ 648,845	$ 363,422	$ 1,012,267

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Police Officers' Pension Plan

Normal retirement: Normal retirement occurs at the earlier of: 1) age 55 and the completion of 6 years of credited service, or 2) the completion of 20 years of credited service, regardless of age. For members hired on or after July 1, 2011, eligibility for normal retirement benefits is the earlier of age 55 with 10 years of credited service, or completion of 20 years of credited service, regardless of age. Pension benefits are paid at 3.0% of Average Final Compensation (AFC) times credited service.

Early retirement: A member is eligible for early retirement upon attaining age 50 and 6 years of credited service, or at age 55 with 10 years of credit service if employed on or after July 1, 2011. Pension benefits under early retirement are determined as for normal retirement and reduced 3.0% for each year that early retirement precedes normal retirement.

Disability: Eligibility for a service incurred disability is covered from date of employment. Eligibility for a non-service incurred disability vests after 10 years of credited service. Benefits are accrued to date of disability. The minimum benefit for service incurred is 42% of AFC.

Pre-retirement death benefits: For vested or eligible-to-retire members, pre-retirement death benefits are equal to the monthly accrued benefit payable at the member's normal retirement date to a designated beneficiary for 10 years, with payment options available. For non-vested members, the Plan provides a refund of the required contribution account.

Termination of employment: If a member terminates employment with the City in less than 10 years, the member receives a refund of accumulated contributions without interest. If a member terminates employment with the City after 10 years or more of credited service, the member receives a refund of contributions with an actuarially discounted benefit payable upon reaching retirement age or the accrued benefit payable at retirement age.

Cost-of-Living Adjustment: An annual cost-of-living adjustment (COLA) of 2% is provided to officers retiring on or after September 30, 2006, with the first adjustment occurring on the first-year anniversary of the employee's retirement. For all officers retiring on or after October 6, 2009, the two percent COLA is provided with the first adjustment occurring on the fifth anniversary of the employee's retirement date.

Contributions: Police Plan members are required to contribute 7% of their annual covered salary (or 5% of annual covered salary if hired before July 1, 2011). Additionally, pursuant to Chapter 185, Florida Statutes, the state collects a locally authorized insurance premium surcharge for the Police Fund on certain real and personal property insurance policies underwritten in the corporate limits of the City which can only be distributed after the State has ascertained that the local government has met is actuarial funding requirement for the most recently completed fiscal year. In accordance with Florida Statutes, a portion of the premium tax revenues received by the Police Fund are reserved to provide future minimum or extra benefits and may not be used to reduce or offset the contribution requirements of the employers.

Concentrations: The Plan did not hold investments in any one organization that represents 5 percent or more of the Pension Plan's fiduciary net position.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Firefighters' Pension Plan

Normal retirement: Normal retirement occurs at the earlier of: 1) age 50 and the completion of 6 years of credited service, or 2) the completion of 25 years of credited service, regardless of age. Pension benefits are paid at 3.0% of the member's average monthly earnings for the best 5 years during the 10 years immediately preceding the termination times credited service.

Early retirement: A member is eligible for early retirement upon attaining age 48 and 6 years of credited service. Pension benefits under early retirement are actuarially reduced for each year that early retirement precedes normal retirement.

Disability: Eligibility for a service incurred disability is covered from date of employment. Eligibility for a non-service incurred disability vests after 10 years of credited service. Benefits are accrued to date of disability. The minimum benefit for service incurred is 42% of AFC.

Pre-retirement death benefits: For pre-retirement death in the line of duty, 50% of AFC is payable for the life of the spouse. Non-vested members' designated beneficiaries are entitled to a refund of the member's contributions.

Contributions: Effective October 1, 2014, all members will contribute 10% of their base compensation. City and State contributions make up the remaining amount required in order to pay current costs and amortize unfunded past service costs, if any, as provided in Part VII, Chapter 112, Florida Statutes.

Concentrations: The Plan did not hold investments in any one organization that represents 5 percent or more of the Pension Plan's fiduciary net position.

Investment Policy

See Note (4) for additional discussion of the investment policies for each of the Plans. The following was the asset allocation policy for each of the plans at September 30, 2020:

Asset Class	Target Asset Allocation
Domestic equity	35.0%
International equity	15.0%
Bonds	30.0%
Convertibles	10.0%
Private real estate	5.0%
REITS	5.0%

Rate of return: The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested. For the year ended September 30, 2020, the annual money-weighted rate of return on the Police and Fire Pension Plan investments, net of pension plan investment expense, was 11.80%, and 11.15%, respectively.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Net Pension Liability

Deferred Retirement Option Program (DROP): The provisions for DROP for both Plans are as follows:

	Police Officers' Pension Plan	Firefighters' Pension Plan
Eligibility	Eligibility for Normal Retirement Members	Eligibility for Normal Retirement Members
Participation	Not to exceed 60 months.	Not to exceed 60 months.
Rate of Return	Annual rate of return equivalent to the actual net rate of investment return, net of broker commissions, management fees and transaction costs	Annual rate of 6.5%, credited quarterly.
DROP Balance as of September 30, 2020	$ 186,000	$ 197,540

The components of the net pension liability of the pension plans at September 30, 2020, were as follows:

	Police Plan	Fire Plan	Total
Total pension liability	$ 13,412,412	$ 6,303,682	$ 19,716,094
Plan fiduciary net position	(12,428,720)	(5,371,133)	(17,799,853)
Net pension liability	$ 983,692	$ 932,549	$ 1,916,241
Plan fiduciary net position as percentage of total pension liability	92.67%	85.21%	90.28%

The total pension liability was determined by an actuarial valuation as of October 1, 2019, and measurement date of September 30, 2020, using the following actuarial assumptions to all measurement periods.

	Police Plan	Fire Plan
Inflation	2.40%	2.70%
Salary increases	Service based	Service based
Discount rate	7.40%	7.40%
Investment rate of return	7.40%	7.40%

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Mortality rate:

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Mortality Rate Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

Mortality Rate Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year

Mortality Rate Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

All rates are projected generationally with Mortality Improvement Scale MP-2018

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates. Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2020, are summarized in the following table:

	Long-Term Expected Real Rate of Return	
Asset Class	**Police Plan**	**Fire Plan**
Domestic Equity	8.5%	8.5%
International Equity	4.1%	4.1%
Bonds	3.7%	3.7%
Convertibles	n/a	7.9%
Private Real estate	5.0%	5.0%
REITS	n/a	7.9%
Cash	0.5%	n/a

Discount rate:

The discount rate used to measure the total pension liability for the Police and Fire Plan investments was 7.40%. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Changes in net pension liability:

Changes in each plan's net pension liability were as follows:

	Police Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a – b)
Beginning Balance	$ 13,374,805	$ 11,209,015	$ 2,165,790
Changes for year:			
Service cost	244,781	-	244,781
Interest	980,818	-	980,818
Differences between expected/actual experience	(77,182)	-	(77,182)
Changes of assumptions	(380,240)	-	(380,240)
Contributions – employer	-	432,123	(432,123)
Contributions – state	-	139,910	(139,910)
Contributions – employee	-	76,812	(76,812)
Net investment income		1,328,189	(1,328,189)
Benefit payments, including refunds	(730,570)	(730,570)	-
Administrative expenses	-	(26,759)	26,759
Net changes	37,607	1,219,705	(1,182,098)
Ending Balance	$ 13,412,412	$ 12,428,720	$ 983,692

	Fire Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a – b)
Beginning Balance	$ 6,233,971	$ 4,841,286	$ 1,392,685
Changes for year:			
Service cost	151,484	-	151,484
Interest	459,350	-	459,350
Differences between expected/actual experience	(54,661)	-	(54,661)
Changes of assumptions	(130,423)	-	(130,423)
Contributions – employer	-	275,076	(275,076)
Contributions – state	-	44,151	(44,151)
Contributions – employee	-	44,195	(44,195)
Net investment income	-	551,503	(539,000)
Benefit payments, including refunds	(356,039)	(356,039)	-
Administrative expenses	-	(29,039)	29,039
Net changes	69,711	529,847	(460,136)
Ending Balance	$ 6,303,682	$ 5,371,133	$ 932,549

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City calculated using the selected discount rates, as well as what the City's net pension liability (NPL) would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL with 1% Decrease	NPL at Current Discount Rate	NPL with 1% Increase
Police	7.40%	$ 2,465,106	$ 983,692	$ (257,837)
Fire	7.40%	1,629,542	932,549	347,899
Total		$ 4,094,648	$ 1,916,241	$ 90,062

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the City recognized pension expense of $176,040 and $202,926 in the Police and Fire pension plans, respectively, for a total of $378,966.

At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Police Plan		Fire Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 64,928	$ (51,454)	$ 33,101	$ (55,174)
Changes of assumptions	-	(253,494)	-	(104,340)
Net difference between projected and actual investment earnings	-	(278,048)	-	(85,961)
	$ 64,928	$ (582,996)	$ 33,101	$ (245,475)

Amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	Police Plan	Fire Plan
2021	$ (231,658)	$ (54,138)
2022	(166,604)	(43,351)
2023	(21,732)	(41,744)
2024	(98,074)	(73,141)
2025	-	-
Thereafter	-	-

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

C. Pension Fund Financial Statements

The City does not issue separate financial statements for the Police or Fire Plans. The basic financial statements of the City include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position that presents a single column presented by fund type for all pension trust funds.

For the year ended September 30, 2020, pension expense was recognized as follows:

Plan	Pension Expense
FRS	$ 845,156
HIS	91,692
Police	176,040
Fire	202,926
Total	$ 1,315,814

Presented below are the financial statements for each pension trust fund as of and for the year ended September 30, 2020.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

COMBINING SCHEDULE OF NET POSITION – PENSION FIDUCIARY FUNDS

	Police Officers' Pension Plan	Firefighters' Pension Plan	Total
ASSETS			
Cash and cash equivalents	$ 202,309	$ 70,132	$ 272,441
Prepaid items	-	3,063	3,063
Receivables			
State contributions receivable	-	521	521
Interest and dividends receivable	21,701	8,149	29,850
Total receivables	21,701	8,670	30,371
Investments, at fair value			
U.S. Treasury obligations	662,964	62,572	725,536
U.S. Government agencies	-	639,058	639,058
Corporate and municipal debt obligations	1,454,622	694,180	2,148,802
Mutual funds	9,044,012	3,502,239	12,546,251
Real estate investment trust	1,053,506	-	1,053,506
Pooled funds - real estate	-	391,219	391,219
Total investments	12,215,104	5,289,268	17,504,372
Total assets	12,439,114	5,371,133	17,810,247
LIABILITIES			
Accounts payable	10,394	-	10,394
Total liabilities	10,394	-	10,394
NET POSITION			
Restricted for:			
Pensions	12,428,720	5,371,133	17,799,853
Total net position	$ 12,428,720	$ 5,371,133	$ 17,799,853

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

COMBINING SCHEDULE OF CHANGES IN NET POSITION – PENSION FIDUCIARY FUNDS

	Police Officers' Pension Plan	Firefighters' Pension Plan	Total
Additions			
Contributions:			
Employer	$ 432,123	$ 275,076	$ 707,199
Plan members	76,812	44,195	121,007
State - insurance premium taxes	139,910	44,151	184,061
Total contributions	648,845	363,422	1,012,267
Investment earnings:			
Net appreciation in fair value of investments	992,608	448,425	1,441,033
Interest and dividends	370,639	122,451	493,090
Total investment earnings	1,363,247	570,876	1,934,123
Less: investment expense	(35,058)	(19,373)	(54,431)
Net investment income (loss)	1,328,189	551,503	1,879,692
Total additions	1,977,034	914,925	2,891,959
Deductions			
Benefit payments and refunds	730,570	356,039	1,086,609
Administrative expenses	26,759	29,039	55,798
Total deductions	757,329	385,078	1,142,407
Change in net position	1,219,705	529,847	1,749,552
Net position restricted for pensions, beginning of year	11,209,015	4,841,286	16,050,301
Net position restricted for pensions, end of year	$ 12,428,720	$ 5,371,133	$ 17,799,853

(13) **Restatement of Fund Balance and Net Position:**

During the year-ended September 30, 2020, management became aware of the following errors: capital assets recorded that were not owned by the City, disallowed FEMA grant revenue recognized in prior years, overstatement of the compensated absences liability due to the inclusion of defined benefit pension costs, and the improper accrual of state revenue sharing funds as well as the implementation of GASB 84, Fiduciary Activities in the current year. Beginning fund balance and net position have been restated for these effects as follows:

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(13) **Restatement of Fund Balance and Net Position:** (Continued)

	Fund Balance	Net Position			
	General Fund	Governmental Activities	Internal Service Funds	Stormwater Fund	Water & Sewer Fund
Net position / fund balance – 9/30/19, originally reported	$ 4,940,876	$ 24,045,806	$ 66,082	$ 5,965,931	$ 16,965,931
Removal of capital assets and accumulated depreciation	-	(8,027,887)	-	-	-
Disallowed FEMA grant revenue	-	(567,855)	-	-	-
Adjustment for compensated absences	-	204,632	5,065	1,226	22,704
State revenue sharing adjustment	(71,478)	(71,478)	-	-	-
Reclassify Police Explorers fund as Custodial fund	-	(7,058)	-	-	-
Net position / fund balance – 9/30/19, as restated	$ 4,869,398	$ 15,585,160	$ 71,147	$ 5,966,476	$ 16,988,635

(14) **Recent Accounting Pronouncements**:

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

(a) GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The provisions in GASB 87 are effective for periods beginning after June 15, 2021.

(b) GASB issued Statement No. 90, *Majority Equity Interests-an amendment of GASB Statements No. 14 and No. 61*, in August 2018. GASB 90 improves the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and improves the relevance of financial statement information for certain component units. The provisions in GASB 90 are effective for periods beginning after December 15, 2019.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(14) **Recent Accounting Pronouncements**: (Continued)

(c) GASB issued Statement No. 96**,** *Subscription-Based Information Technology Arrangements, in May 2020.* provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The provisions in GASB 96 are effective for periods beginning after June 15, 2022

(15) **Uncertainty:**

Subsequent to September 30, 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending and investment markets have been substantially impacted. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the City as of June 30, 2021, management believes that an impact on the City's financial position and results of future operations is reasonably possible.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

THIS PAGE LEFT INTENTIONALLY BLANK.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

REQUIRED SUPPLEMENTARY INFORMATION

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	$ 5,160,916	$ 5,318,262	$ 5,303,140	$ (15,122)
Permits and fees	1,232,230	1,001,305	984,428	(16,877)
Intergovernmental	1,195,555	1,632,250	2,901,061	1,268,811
Charges for services	1,632,322	1,603,623	1,337,059	(266,564)
Fines and forfeitures	34,580	70,988	70,992	4
Investment income	78,130	78,639	81,902	3,263
Miscellaneous	329,000	417,140	114,187	(302,953)
Total revenues	9,662,733	10,122,207	10,792,769	670,562
Expenditures				
Current:				
General government	2,851,363	2,687,963	1,804,129	883,834
Planning and code enforcement	3,725,388	3,877,441	3,862,302	15,139
Public safety	1,127,859	1,437,932	1,121,842	316,090
Transportation	1,042,725	1,060,282	888,925	171,357
Economic environment	604,954	592,105	553,583	38,522
Culture and recreation	3,444	3,444	-	3,444
Capital outlay	307,000	313,710	254,586	59,124
Total expenditures	9,662,733	9,972,877	8,485,367	1,487,510
Excess (deficiency) of revenues over expenditures	-	149,330	2,307,402	2,158,072
Other financing sources (uses)				
Transfers in	-	200,000	200,000	-
Transfers out	-	(578,074)	(578,074)	-
Total other financing sources (uses)	-	(378,074)	(378,074)	-
Net change in fund balances	-	(228,744)	1,929,328	2,158,072
Fund balances, beginning of year, as restated	4,869,398	4,869,398	4,869,398	-
Fund balances, end of year	$ 4,869,398	$ 4,640,654	$ 6,798,726	$ 2,158,072

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - COMMUNITY REDEVELOPMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	$ 1,181,907	$ 1,176,349	$ 1,176,350	$ 1
Intergovernmental	1,193,254	1,598,812	1,728,430	129,618
Investment income	7,400	7,400	67,142	59,742
Miscellaneous	-	100,000	192,472	92,472
Total revenues	2,382,561	2,882,561	3,164,394	281,833
Expenditures				
Current:				
General government	-	-	-	-
Public safety	366,024	364,919	279,698	85,221
Culture and recreation	-	75,000	61,441	13,559
Economic environment	942,720	965,072	411,605	553,467
Capital outlay	768,763	2,458,892	1,905,519	553,373
Debt service:				
Principal retirement	730,000	730,000	730,000	-
Interest and fiscal charges	127,174	127,174	126,937	237
Total expenditures	2,934,681	4,721,057	3,515,200	1,205,857
Excess (deficiency) of revenues over expenditures	(552,120)	(1,838,496)	(350,806)	1,487,690
Fund balances, beginning of year	5,510,643	5,510,643	5,510,643	-
Fund balances, end of year	$ 4,958,523	$ 3,672,147	$ 5,159,837	$ 1,487,690

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST 10 FISCAL YEARS
(UNAUDITED)

Fiscal Year Ending September 30,	2020	2019	2018
Total OPEB Liability			
Service cost	$ 175,335	$ 183,957	$ 192,912
Interest	96,129	113,136	96,811
Difference between expected and actual experience	-	1,961	-
Changes of assumptions	515,802	(212,008)	(161,745)
Benefit payments - implicit rate subsidy	(98,235)	(97,449)	(51,107)
Net change in total OPEB liability	689,031	(10,403)	76,871
Total OPEB liability - beginning of year	2,558,517	2,568,920	2,492,049
Total OPEB liability - end of year	$ 3,247,548	$ 2,558,517	$ 2,568,920
Covered payroll	$ 5,471,441	$ 5,167,831	$ 4,897,970
Total OPEB liability as a percentage of covered payroll	59.35%	49.51%	52.45%

Notes to Schedule:

The reporting date is the same as the measurement date.

Covered payroll is projected to the measurement date based on actual covered payroll as of the valuation date using applicable salary increase assumptions.

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

2.14%	3.58%	4.18%

Benefit Payments: The City did not provide actual net benefits paid by the Plan for the fiscal year ending on September 30, 2020. Expected benefit payments produced by the valuation model for the same period are shown in the table above.

*10 years of data will be presented as it becomes available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY - FRS AND HIS
LAST 10 FISCAL YEARS
(UNAUDITED)

	As of the Plan Year Ended June 30,						
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
Florida Retirement System (FRS)							
Proportion of the net pension liability	0.008395575%	0.007518387%	0.007058775%	0.006881069%	0.006933778%	0.006481624%	0.005933893%
Proportionate share of the net pension liability	$ 3,638,766	$ 2,589,157	$ 2,126,140	$ 2,035,374	$ 1,750,784	$ 837,189	$ 362,055
Covered payroll	3,009,486	2,995,927	2,972,676	2,867,432	2,899,517	2,613,798	2,316,138
Proportionate share of the net pension liability as a percentage of covered payroll	120.91%	86.42%	71.52%	70.98%	60.38%	32.03%	15.63%
Plan fiduciary net position as a percentage of the total pension liability	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%
Health Insurance Subsidy Program (HIS)							
Proportion of the net pension liability	0.008669360%	0.009257548%	0.009123826%	0.009001025%	0.008940840%	0.008454191%	0.008313805%
Proportionate share of the net pension liability	$ 1,058,515	$ 1,035,827	$ 965,676	$ 962,431	$ 1,042,018	$ 862,194	$ 777,361
Covered payroll	3,009,486	2,995,927	2,972,676	2,867,432	2,899,517	2,613,798	2,316,138
Proportionate share of the net pension liability as a percentage of covered payroll	35.17%	34.57%	32.49%	33.56%	35.94%	32.99%	33.56%
Plan fiduciary net position as a percentage of the total pension liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF CONTRIBUTIONS - FRS AND HIS
LAST 10 FISCAL YEARS
(UNAUDITED)

	As of the Plan Year Ended June 30,						
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
Florida Retirement System (FRS)							
Contractually required contribution	$ 278,948	$ 260,211	$ 219,302	$ 195,246	$ 192,301	$ 179,377	$ 155,573
Contributions in relation to the contractually required contribution	278,948	260,211	219,302	195,246	192,301	179,377	155,573
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 3,009,486	$ 2,995,927	$ 2,972,676	$ 2,867,432	$ 2,899,517	$ 2,613,798	$ 2,316,138
Contributions as a percentage of covered payroll	9.27%	8.69%	7.38%	6.81%	6.63%	6.86%	6.72%
Health Insurance Subsidy Program (HIS)							
Contractually required contribution	$ 49,957	$ 49,732	$ 49,678	$ 47,599	$ 48,132	$ 35,450	$ 30,323
Contributions in relation to the contractually required contribution	49,957	49,732	49,678	47,599	48,132	35,450	30,323
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 3,009,486	$ 2,995,927	$ 2,972,676	$ 2,867,432	$ 2,899,517	$ 2,613,798	$ 2,316,138
Contributions as a percentage of covered payroll	1.66%	1.66%	1.67%	1.66%	1.66%	1.36%	1.31%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS POLICE OFFICERS' PENSION PLAN
SEPTEMBER 30, 2020
(UNAUDITED)

Fiscal Year Ending September 30,	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service cost	$ 244,781	$ 244,196	$ 218,828	$ 229,740	$ 230,699	$ 222,322	$ 249,756
Interest	980,818	936,633	894,090	863,912	843,655	823,857	810,040
Changes in benefit terms	-	-	-	-	-	(526)	-
Difference between actual and expected experience	(77,182)	129,854	135,657	28,475	(370,289)	(153,367)	-
Changes of assumptions	(380,240)	-	-	-	385,611	-	-
Benefit payments including refunds of contributions	(730,570)	(697,780)	(700,275)	(706,537)	(619,400)	(655,033)	(1,040,177)
Net change in total pension liability	37,607	612,903	548,300	415,590	470,276	237,253	19,619
Total pension liability - beginning	13,374,805	12,761,902	12,213,602	11,798,012	11,327,736	11,090,483	11,070,864
Total pension liability - ending (a)	$ 13,412,412	$ 13,374,805	$ 12,761,902	$ 12,213,602	$ 11,798,012	$ 11,327,736	$ 11,090,483
Total Fiduciary Net Position							
Contributions - employer	$ 432,123	$ 491,324	$ 453,423	$ 406,073	$ 460,877	$ 519,860	$ 636,738
Contributions - state	139,910	138,915	129,437	117,012	108,177	102,019	95,509
Contributions - employee	76,812	71,049	73,523	72,705	71,468	72,917	67,173
Net investment income	1,316,673	418,296	863,758	998,587	611,485	(206,022)	600,411
Benefit payments, including refunds of contributions	(730,570)	(697,780)	(700,275)	(706,537)	(619,400)	(655,033)	(1,040,177)
Administrative expense	(26,759)	(20,763)	(29,717)	(25,473)	(31,987)	(24,321)	(21,956)
Net change in plan fiduciary net position	1,208,189	401,041	790,149	862,367	600,620	(190,580)	337,698
Plan fiduciary net position - beginning	11,220,531	10,819,490	10,029,341	9,166,974	8,566,354	8,756,934	8,419,236
Plan fiduciary net position - ending (b)	$ 12,428,720	$ 11,220,531	$ 10,819,490	$ 10,029,341	$ 9,166,974	$ 8,566,354	$ 8,756,934
Net pension liability - ending (a) - (b)	$ 983,692	$ 2,154,274	$ 1,942,412	$ 2,184,261	$ 2,631,038	$ 2,761,382	$ 2,333,549
Plan fiduciary net position as a percentage of the total pension liability	92.67%	83.89%	84.78%	82.12%	77.70%	75.62%	78.96%
Covered payroll	$ 1,228,981	$ 1,144,300	$ 1,177,752	$ 1,209,361	$ 1,162,274	$ 1,130,458	$ 1,135,179
Net pension liability as a percentage of covered payroll	80.04%	188.26%	164.93%	180.61%	226.37%	244.27%	205.57%
Annual money-weighted rate of return	11.80%	3.90%	8.74%	11.14%	7.26%	-2.39%	7.30%

*10 years of data will be presented as it becomes available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS POLICE OFFICERS' PENSION PLAN
SEPTEMBER 30, 2020
(UNAUDITED)

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2020	$ 539,523	$ 572,033	$ (32,510)	$ 1,228,981	46.55%
2019	618,783	630,239	(11,456)	1,144,300	55.08%
2018	582,860	582,860	-	1,177,752	49.49%
2017	523,085	523,085	-	1,209,361	43.25%
2016	569,054	569,054	-	1,162,274	48.96%
2015	621,879	621,879	-	1,130,458	55.01%
2014	732,247	732,247	-	1,135,179	64.50%

Notes to Schedule:

Valuation Date: 10/1/2018
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method: Entry age normal actuarial cost method.

Amortization Method: New UAAL amortization bases are established according to the following periods:
Experience: 10 Years.
Assumption/Method Changes: 20 Years.
Benefit Changes: 30 Years.

Asset Valuation Method: Each year, the prior actuarial valuation of assets is brought forward utilizing the historical geometric 4-year average market value return. It is possible that over time this technique will produce an insignificant bias above or below market value.

Inflation: 2.40%

Salary Increases: 10% in first year of employment and 5.5% per year thereafter

Payroll Increase: None.

Investment Rate of Return: 7.50% per year compounded annually, net of investment related expenses.

Mortality:
Healthy Lives:
Female: RP2000 Combined Healthy, 100% Combined Healthy White Collar, Scale
Male: RP2000 Combined Healthy, 10% Combined HealthyWhite Collar / 90% Combined Healthy Blue Collar, Scale BB.
Healthy Inactive Lives:
Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.
Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.
Disabled Lives:
Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

Retirement Age:

Service (years)	Age	Expected Retirement Rates
<20	50-54	5.0%
	55	50.0%
	56	75.0%
	57+	100.0%
20+	<55	50.0%
	55	50.0%
	56	75.0%
	57+	100.0%

Disability Rate Table:

Age	% Becoming Disabled During the Year
20	15.00%
30	15.90%
40	12.00%
50	6.50%

Termination Rate Table:

Service (years)	Age	Expected Retirement Rates
<1	All Ages	15.0%
1+	<30	15.9%
	30-39	12.0%
	40-49	6.5%
	50+	0.9%

*10 years of data will be presented as it becomes available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS FIREFIGHTERS' PENSION PLAN
SEPTEMBER 30, 2020
(UNAUDITED)

Fiscal Year Ending September 30,	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service cost	$ 151,484	$ 153,193	$ 156,508	$ 170,029	$ 169,795	$ 176,408	$ 172,709
Interest	459,350	439,372	424,522	402,775	378,039	373,007	353,643
Change in excess state money	-	-	-	-	(18,139)	-	-
Changes in benefit terms	-	(678)	-	-	(131,917)	-	-
Difference between actual and expected experience	(54,661)	32,132	(28,615)	69,117	15,721	(45,225)	-
Changes of assumptions	(130,423)	-	-	-	162,997	-	-
Benefit payments including refunds of contributions	(356,039)	(349,987)	(345,506)	(323,535)	(325,259)	(271,874)	(271,874)
Net change in total pension liability	69,711	274,032	206,909	318,386	251,237	232,316	254,478
Total pension liability - beginning	6,233,971	5,959,939	5,753,030	5,434,644	5,183,407	4,951,091	4,696,613
Total pension liability - ending (a)	$ 6,303,682	$ 6,233,971	$ 5,959,939	$ 5,753,030	$ 5,434,644	$ 5,183,407	$ 4,951,091
Total Fiduciary Net Position							
Contributions - employer	$ 275,076	$ 229,432	$ 258,025	$ 214,936	$ 203,657	$ 176,497	$ 160,213
Contributions - state	44,151	47,064	43,892	43,415	51,535	55,151	62,761
Contributions - employee	44,195	43,146	44,435	45,607	51,275	54,681	52,767
Net investment income	539,000	220,041	304,959	420,410	358,369	(20,243)	310,762
Benefit payments, including refunds of contributions	(356,039)	(349,987)	(345,506)	(323,535)	(325,259)	(271,874)	(271,874)
Administrative expense	(29,039)	(23,679)	(33,611)	(26,803)	(40,976)	(29,063)	(21,821)
Net change in plan fiduciary net position	517,344	166,017	272,194	374,030	298,601	(34,851)	292,808
Plan fiduciary net position - beginning	4,853,789	4,687,772	4,415,578	4,041,548	3,742,947	3,777,798	3,484,990
Plan fiduciary net position - ending (b)	$ 5,371,133	$ 4,853,789	$ 4,687,772	$ 4,415,578	$ 4,041,548	$ 3,742,947	$ 3,777,798
Net pension liability - ending (a) - (b)	$ 932,549	$ 1,380,182	$ 1,272,167	$ 1,337,452	$ 1,393,096	$ 1,440,460	$ 1,173,293
Plan fiduciary net position as a percentage of the total pension liability	85.21%	77.86%	78.65%	76.75%	74.37%	72.21%	76.30%
Covered payroll	$ 631,352	$ 616,377	$ 709,566	$ 651,531	$ 732,502	$ 692,977	$ 659,584
Net pension liability as a percentage of covered payroll	147.71%	223.92%	179.29%	205.28%	190.18%	207.87%	177.88%
Annual money-weighted rate of return	11.15%	4.75%	7.00%	10.59%	9.75%	-0.54%	9.06%

*10 years of data will be presented as it becomes available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS FIREFIGHTERS' PENSION PLAN
SEPTEMBER 30, 2020
(UNAUDITED)

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2020	$ 296,736	$ 319,227	$ (22,491)	$ 631,352	50.56%
2019	276,496	276,496	-	616,377	44.86%
2018	300,917	301,917	(1,000)	709,566	42.55%
2017	258,351	258,351	-	651,531	39.65%
2016	252,310	255,192	(2,882)	732,502	34.84%
2015	231,648	231,648	-	692,977	33.43%
2014	222,974	222,974	-	659,584	33.81%

Notes to Schedule:

Valuation Date: 10/1/2018
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method: Entry age normal actuarial cost method.
Amortization Method: New UAAL amortization bases are established according to the following periods:
Experience: 10 Years.
Assumption/Method Changes: 20 Years.
Benefit Changes: 30 Years.
Asset Valuation Method: Each year, the prior actuarial valuation of assets is brought forward utilizing the historical geometric 4-year average market value return. It is possible that over time this technique will produce an insignificant bias above or below market value.
Inflation: 2.70%
Salary Increases: 10% in first year of employment and 5.5% per year thereafter
Payroll Growth: None.
Investment Rate of Return: 7.40% per year, compounded annually, net of investment related expenses.
Mortality:
Healthy Lives:
Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB.
Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB.
Healthy Inactive Lives:
Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.
Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.
Disabled Lives:
Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

Retirement Age:

Service (years)	Age	Retirement Rates
<25	48-49	5.0%
	50	50.0%
	51-54	20.0%
	55-59	20.0%
	60+	100.0%
25+	All	100.0%

Disability Rate Table:

Age	% Becoming Disabled During the Year
20	0.07%
30	0.11%
40	0.19%
50	0.51%

Termination Rates:

Service (years)	Assumed Withdrawal Rate
<1	15.0%
1-4	10.0%
5-9	6.0%
10+	2.0%

*10 years of data will be presented as it becomes available.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report

SUPPLEMENTARY INFORMATION

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	Nonmajor Special Revenue Funds			
	Impact Fees Trust	Law Enforcement Trust	Nonmajor Capital Projects	Total Nonmajor Governmental Funds
ASSETS				
Cash and cash equivalents	$ 312,576	$ 42,673	$ 2,376,697	$ 2,731,946
Total assets	$ 312,576	$ 42,673	$ 2,376,697	$ 2,731,946
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ -	$ 57,256	$ 57,256
Total liabilities	-	-	57,256	57,256
FUND BALANCES				
Restricted for:				
Law enforcement	83,258	42,673	-	125,931
Fire protection	62,187	-	-	62,187
Transportation	137,557	-	-	137,557
Recreation	29,574	-	-	29,574
Committed to:				
Capital projects	-	-	2,319,441	2,319,441
Total fund balances	312,576	42,673	2,319,441	2,674,690
Total liabilities and fund balances	$ 312,576	$ 42,673	$ 2,376,697	$ 2,731,946

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Nonmajor Special Revenue Funds			
	Impact Fees Trust	Law Enforcement Trust	Nonmajor Capital Projects	Total Nonmajor Governmental Funds
Revenues				
Permits and fees	$ 20,890	$ -	$ -	$ 20,890
Intergovernmental	-	-	183,034	183,034
Charges for services	2,080	-	-	2,080
Fines and forfeitures	-	7,867	-	7,867
Investment income	3,570	422	24,317	28,309
Miscellaneous	91	-	-	91
Total revenues	26,631	8,289	207,351	242,271
Expenditures				
Capital outlay	-	-	795,069	795,069
Total expenditures	-	-	795,069	795,069
Excess (deficiency) of revenues over expenditures	26,631	8,289	(587,718)	(552,798)
Other financing sources (uses)				
Transfers in	-	-	615,747	615,747
Total other financing sources (uses)	-	-	615,747	615,747
Net change in fund balances	26,631	8,289	28,029	62,949
Fund balances, beginning of year	285,945	34,384	2,291,412	2,611,741
Fund balances, end of year	$ 312,576	$ 42,673	$ 2,319,441	$ 2,674,690

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - IMPACT FEES TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Permits and fees	$ 16,500	$ 15,643	$ 20,890	$ 5,247
Charges for services	-	2,080	2,080	-
Investment income	1,650	436	3,570	3,134
Miscellaneous	100	91	91	-
Total revenues	18,250	18,250	26,631	8,381
Expenditures				
Current:				
General government	62,750	62,750	-	62,750
Total expenditures	62,750	62,750	-	62,750
Net change in fund balances	(44,500)	(44,500)	26,631	71,131
Fund balances, beginning of year	285,945	285,945	285,945	-
Fund balances, end of year	$ 241,445	$ 241,445	$ 312,576	$ 71,131

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LAW ENFORCEMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Fines and forfeitures	$ -	$ -	$ 7,867	$ 7,867
Investment income	-	-	422	422
Total revenues	-	-	8,289	8,289
Expenditures				
Current:				
Public safety	-	-	-	-
Total expenditures	-	-	-	-
Net change in fund balances	-	-	8,289	8,289
Fund balances, beginning of year	34,384	34,384	34,384	-
Fund balances, end of year	$ 34,384	$ 34,384	$ 42,673	$ 8,289

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - CAPITAL PROJECTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Grants	$ -	$ 298,027	$ 183,034	$ (114,993)
Investment income	-	24,316	24,317	1
Total revenues	-	322,343	207,351	(114,992)
Expenditures				
Capital outlay	570,000	3,104,835	795,069	2,309,766
Total expenditures	570,000	3,104,835	795,069	2,309,766
Excess (deficiency) of revenues over expenditures	(570,000)	(2,782,492)	(587,718)	2,194,774
Other financing sources (uses)				
Transfers in	570,000	615,747	615,747	-
Total other financing sources (uses)	570,000	615,747	615,747	-
Net change in fund balances	-	(2,166,745)	28,029	2,194,774
Fund balances, beginning of year	2,291,412	2,291,412	2,291,412	-
Fund balances, end of year	$ 2,291,412	$ 124,667	$ 2,319,441	$ 2,194,774

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2020

	Data Processing	Vehicle Maintenance	Total
ASSETS			
Cash and cash equivalents	$ 80,700	$ 11,049	$ 91,749
Inventories	-	15,769	-
Prepaid items	74,622	-	74,622
Total current assets	155,322	26,818	182,140
Noncurrent assets:			
Capital assets:			
Machinery and equipment	53,660	-	53,660
Accumulated depreciation	(15,021)	-	(15,021)
Total capital assets, net	38,639	-	38,639
Total noncurrent assets	38,639	-	38,639
Total assets	193,961	26,818	220,779
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	10,816	5,888	16,704
Accrued wages	5,199	10,794	15,993
Compensated absences	4,416	7,170	11,586
Total current liabilities	20,431	23,852	44,283
Noncurrent liabilities:			
Advances from other funds	74,622	-	74,622
Compensated absences	32,826	21,107	53,933
Total noncurrent liabilities	107,448	21,107	128,555
Total liabilities	127,879	44,959	172,838
NET POSITION			
Net investment in capital assets	38,639	-	38,639
Unrestricted	27,443	(18,141)	9,302
Total net position	$ 66,082	$ (18,141)	$ 47,941

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
COMBINING STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Data Processing	Vehicle Maintenance	Total
Operating revenues			
Charges for services	$ 416,362	$ 277,596	$ 693,958
Total operating revenues	416,362	277,596	693,958
Operating expenses			
Personnel services	105,206	204,188	309,394
Materials and supplies	34,006	94,691	128,697
Contractual services	50,943	7,823	58,766
Maintenance and repairs	120,263	7,117	127,380
Other supplies and expenses	87,354	6,390	93,744
Depreciation	15,021	-	15,021
Total operating expenses	412,793	320,209	733,002
Operating income (loss)	3,569	(42,613)	(39,044)
Nonoperating revenues (expenses)			
Interest earnings	40	29	69
Total nonoperating revenues (expenses)	40	29	69
Income (loss) before contributions and transfers	3,609	(42,584)	(38,975)
Transfers in	-	15,769	15,769
Change in net position	3,609	(26,815)	(23,206)
Net position, beginning of year, as restated	62,473	8,674	71,147
Net position, end of year	$ 66,082	$ (18,141)	$ 47,941

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CITY OF HOLLY HILL, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2020

	Data Processing	Vehicle Maintenance	Total
Cash flows from operating activities			
Cash received from customers	$ 416,362	$ 277,596	$ 693,958
Cash paid to employees	(104,274)	(203,966)	(308,240)
Cash paid to suppliers	(302,461)	(112,064)	(414,525)
Other receipts	-	-	-
Net cash provided by (used in) operating activities	9,627	(38,434)	(28,807)
Cash flows from noncapital financing activities			
Transfers from other funds	74,622	15,769	90,391
Net cash provided by (used in) noncapital financing activities	74,622	15,769	90,391
Cash flows from capital and related financing activities			
Acquisition and construction of capital assets	(3,589)	-	(3,589)
Net cash provided by (used in) capital and related financing activities	(3,589)	-	(3,589)
Cash flows from investing activities			
Interest received	40	29	69
Net cash provided by (used in) investment activities	40	29	69
Net change in cash and cash equivalents	80,700	(22,636)	58,064
Cash and cash equivalents, beginning of year	-	33,685	33,685
Cash and cash equivalents, end of year	$ 80,700	$ 11,049	$ 91,749
Cash and cash equivalents classified as:			
Unrestricted	$ 80,700	$ 11,049	$ 91,749
Restricted	-	-	-
Total cash and cash equivalents	$ 80,700	$ 11,049	$ 91,749
Reconciliation of operating income to net cash provided by (used in) operating activities:			
Operating income (loss)	$ 3,569	$ (42,613)	$ (39,044)
Adjustments to reconcile net operating income to net cash provided by (used in) operating activities:			
Depreciation	15,021	-	15,021
Inventories	-	(246)	(246)
Prepaid items	(3,554)	-	(3,554)
Accounts payable and accrued liabilities	(6,341)	4,203	(2,138)
Compensated absences	932	222	1,154
Net cash provided by (used in) operating activities	$ 9,627	$ (38,434)	$ (28,807)

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

THIS PAGE LEFT INTENTIONALLY BLANK.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Statistical Section

This part of the City of Holly Hill, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents

Financial Trends

These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These tables contain information to help the reader assess the City's most significant revenue sources, property taxes, and water/sewer utility charges.

Debt Capacity

These tables present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These tables offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and help make comparisons over time and with other governments.

Operating Information

These tables contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these tables is derived from the comprehensive annual financial reports for the relevant year.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

NET POSITION BY COMPONENT **Table I**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Accrual basis of accounting)

	2020	2019	2018
Governmental Activities:			
Net investment in capital assets	$ 11,247,689	$ 8,932,690	$ 15,573,476
Restricted	5,493,954	6,106,554	6,507,029
Unrestricted (deficit)	1,660,966	545,916	(1,398,695)
Total governmental activities net position	18,402,609	15,585,160	20,681,810
Business-type Activities:			
Net investment in capital assets	14,513,974	13,335,423	11,767,034
Restricted	1,569,336	2,019,176	2,742,943
Unrestricted	13,353,438	12,335,307	11,541,283
Total business-type activities net position	29,436,748	27,689,906	26,051,260
Primary Government:			
Net investment in capital assets	25,761,663	22,268,113	27,340,510
Restricted	7,063,290	8,125,730	9,249,972
Unrestricted	15,014,404	12,881,223	10,142,588
Total primary government net position	$ 47,839,357	$ 43,275,066	$ 46,733,070

During the year ended September 30, 2015, GASB Statement No. 68 was implemented resulting in adjustments to beginning net position. Periods previous to that year have not been adjusted for these changes.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

NET POSITION BY COMPONENT **Table I**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Accrual basis of accounting)

Fiscal Year						
2017	2016	2015	2014	2013	2012	2011
$ 13,755,952	$ 16,030,653	$ 15,794,251	$ 15,003,479	$ 14,212,302	$ 12,676,997	$ 8,660,237
6,583,871	4,442,234	3,953,513	3,670,810	3,856,892	4,815,752	8,270,597
(997,664)	(1,397,870)	(1,820,824)	2,736,658	2,522,450	2,968,221	2,543,101
19,342,159	19,075,017	17,926,940	21,410,947	20,591,644	20,460,970	19,473,935
10,500,202	9,338,226	8,306,571	7,665,165	5,175,795	7,180,534	7,253,676
3,040,594	3,618,071	3,552,810	3,517,035	4,083,410	2,671,621	2,974,207
11,083,496	10,027,035	9,575,372	9,460,140	9,983,362	7,774,802	6,338,589
24,624,292	22,983,332	21,434,753	20,642,340	19,242,567	17,626,957	16,566,472
24,256,154	25,368,879	24,100,822	22,668,644	19,388,097	19,857,531	15,913,913
9,624,465	8,060,305	7,506,323	7,187,845	7,940,302	7,487,373	11,244,804
10,085,832	8,629,165	7,754,548	12,196,798	12,505,812	10,743,023	8,881,690
$ 43,966,451	$ 42,058,349	$ 39,361,693	$ 42,053,287	$ 39,834,211	$ 38,087,927	$ 36,040,407

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CHANGES IN NET POSITION **Table II**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Accrual basis of accounting)

	2020	2019	2018
Expenses:			
Governmental Activities:			
General government	$ 777,799	$ 2,736,783	$ 2,728,813
Public safety	4,247,351	4,748,821	4,667,120
Physical environment	-	29,941	23,508
Transportation	1,333,051	1,086,869	579,611
Economic environment	1,435,056	2,175,644	451,029
Culture/recreation	1,184,169	1,247,997	1,023,115
Interest on long-term debt	124,374	137,657	145,263
Total governmental activities expenses	9,101,800	12,163,712	9,618,459
Business-Type Activities:			
Water and sewer	6,543,988	6,322,089	5,148,419
Stormwater Management	883,454	1,002,275	740,597
Solid Waste	2,327,246	2,475,068	1,856,159
Total business-type activities expenses	9,754,688	9,799,432	7,745,175
Total primary government expenses	18,856,488	21,963,144	17,363,634
Program Revenues:			
Governmental Activities:			
Charges for Services:			
General government	15,668	2,233,189	-
Public safety	88,093	128,104	361,445
Physical environment	-	-	-
Transportation	104,142	110,721	112,583
Economic environment	255,541	-	-
Culture/recreation	10,180	40,131	18,180
Operating grants and contributions	922,920	4,476,544	1,567,327
Capital grants and contributions	728,448	137,050	136,236
Total governmental activities program revenues	2,124,992	7,125,739	2,195,771
Business-Type Activities:			
Charges for Services:			
Water/Sewer	7,565,604	7,282,905	6,896,965
Stormwater Management	1,085,454	1,172,041	937,927
Solid Waste	2,570,030	2,616,307	2,565,227
Operating grants and contributions	-	-	-
Capital grants and contributions	486,528	119,880	-
Total business-type activities program revenues	11,707,616	11,191,133	10,400,119
Total primary government program revenues	13,832,608	18,316,872	12,595,890

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CHANGES IN NET POSITION **Table II**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Accrual basis of accounting)

Fiscal Year						
2017	2016	2015	2014	2013	2012	2011
$ 2,262,357	$ 2,303,343	$ 2,294,042	$ 2,137,770	$ 2,298,533	$ 2,348,014	$ 2,332,984
7,074,310	4,223,371	4,543,641	4,531,911	3,978,943	3,852,378	3,798,676
62,816	22,876	12,801	11,717	-	-	-
558,106	945,451	685,998	657,879	578,257	289,592	438,564
481,087	500,992	550,314	676,361	1,242,706	886,764	533,531
1,028,004	967,372	945,614	965,559	949,879	866,369	692,810
156,078	170,864	185,409	200,108	174,347	204,683	235,237
11,622,758	9,134,269	9,217,819	9,181,305	9,222,665	8,447,800	8,031,802
5,095,534	4,749,834	4,547,616	4,244,775	4,001,497	4,243,185	4,215,684
760,023	803,918	786,211	758,301	655,116	651,874	687,803
1,760,984	1,773,349	1,715,096	1,650,414	1,662,292	1,220,928	1,279,669
7,616,541	7,327,101	7,048,923	6,653,490	6,318,905	6,115,987	6,183,156
19,239,299	16,461,370	16,266,742	15,834,795	15,541,570	14,563,787	14,214,958
-	-	84,855	294,936	243,967	160,510	241,477
220,607	198,576	250,244	413,875	382,829	396,331	208,354
-	-	-	-	-	-	-
96,591	104,955	100,410	91,226	92,495	80,523	108,177
-	-	-	613	5,765	-	-
17,619	22,813	18,296	16,518	14,531	23,338	30,526
4,011,193	1,483,592	1,503,092	1,436,128	1,143,863	1,224,367	1,465,666
230,421	195,997	456,138	199,013	209,098	397,333	189,546
4,576,431	2,005,933	2,413,035	2,452,309	2,092,548	2,282,402	2,243,746
6,462,660	6,188,254	5,933,831	5,675,300	5,772,142	5,539,606	5,310,187
947,208	946,661	801,878	796,720	803,372	805,923	844,920
2,587,645	2,477,576	2,314,039	2,196,706	1,962,148	1,689,857	1,671,500
-	-	-	-	-	-	11,487
3,330	29,484	6,660	11,151	5,052	8,643	18,072
10,000,843	9,641,975	9,056,408	8,679,877	8,542,714	8,044,029	7,856,166
14,577,274	11,647,908	11,469,443	11,132,186	10,635,262	10,326,431	10,099,912

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CHANGES IN NET POSITION **Table II**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Accrual basis of accounting)

	2020	2019	2018
Net (Expense)/Revenue:			
Governmental activities	$ (6,976,808)	$ (5,037,973)	$ (7,422,688)
Business-type activities	1,952,928	1,391,701	2,654,944
Total primary government net expense	(5,023,880)	(3,646,272)	(4,767,744)
General Revenues and Other Changes in Net Position:			
Governmental Activities:			
Taxes:			
Property taxes	5,264,471	5,134,887	5,009,789
Sales taxes	672,133	690,554	687,814
Franchise fees	776,634	819,985	824,765
Other taxes	1,971,149	1,009,375	990,253
Intergovernmental revenues	638,990	474,129	459,288
Investment earnings	177,422	121,730	124,771
Miscellaneous revenue	40,016	160,309	64,531
Gain (loss) on capital asset disposal	-	-	-
Transfers	253,442	-	1,131,539
Total governmental activities	9,794,257	8,410,969	9,292,750
Business-Type Activities:			
Investment earnings	181,706	167,507	82,286
Transfers	(253,442)	-	(1,131,539)
Other	(134,350)	55,508	32,700
Total business-type activities	(206,086)	223,015	(1,016,553)
Total primary government	$ 9,588,171	$ 8,633,984	$ 8,276,197
Changes in Net Position:			
Governmental activities	$ 2,817,449	$ 3,372,996	$ 1,870,062
Business-type activities	1,746,842	1,614,716	1,638,391
Total primary government	$ 4,564,291	$ 4,987,712	$ 3,508,453

Note: In 2020, prior years' property taxes were restated to include property taxes levied by other governments and remitted to the City for the Community Redevelopment District.

Note: In 2019, direct allocation and Internal Service charges in the amount of $1,873,941 are included in Governmental Charges for Services in lieu of transfers between funds.

Note: In 2020, general government expense were shown net of direct services allocations.

During the year ended September 30, 2015, GASB Statement No. 68 was implemented resulting in adjustments to beginning net position. Periods previous to that year have not been adjusted for these changes.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CHANGES IN NET POSITION **Table II**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Accrual basis of accounting)

Fiscal Year						
2017	2016	2015	2014	2013	2012	2011
$ (7,046,327)	$ (7,128,336)	$ (6,804,784)	$ (6,728,996)	$ (7,130,117)	$ (6,165,398)	$ (5,788,056)
2,384,302	2,314,874	2,007,485	2,026,387	2,223,809	1,928,042	1,673,010
(4,662,025)	(4,813,462)	(4,797,299)	(4,702,609)	(4,906,308)	(4,237,356)	(4,115,046)
4,709,638	4,584,325	4,374,822	4,183,446	3,971,682	4,052,328	4,530,521
652,102	630,891	602,221	565,457	536,137	510,207	521,190
804,957	804,237	844,531	813,872	762,928	762,083	853,600
933,987	918,263	888,784	900,342	913,465	854,439	781,585
348,443	324,537	319,010	300,608	288,696	275,803	402,936
58,921	50,743	8,900	4,002	14,658	2,646	4,627
82,148	147,617	168,310	148,772	156,425	78,127	93,918
(1,090,468)	-	-	-	-	-	-
813,741	815,800	631,800	631,800	616,800	616,800	150,000
7,313,469	8,276,413	7,838,378	7,548,299	7,260,791	7,152,433	7,338,377
39,981	19,936	10,348	5,186	8,601	1,747	1,747
(813,741)	(815,800)	(631,800)	(631,800)	(616,800)	(150,000)	(150,000)
30,418	29,569	-	-	-	-	-
(743,342)	(766,295)	(621,452)	(626,614)	(608,199)	(148,253)	(148,253)
$ 6,570,127	$ 7,510,118	$ 7,216,926	$ 6,921,685	$ 6,652,592	$ 7,004,180	$ 7,190,124
$ 267,142	$ 1,148,077	$ 1,033,594	$ 819,303	$ 130,674	$ 987,035	$ 1,550,321
1,640,960	1,548,579	1,386,033	1,399,773	1,615,610	1,779,789	1,524,757
$ 1,908,102	$ 2,696,656	$ 2,419,627	$ 2,219,076	$ 1,746,284	$ 2,766,824	$ 3,075,078

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

FUND BALANCES - GOVERNMENTAL FUNDS **Table III**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Modified accrual basis of accounting)

	2020	2019	2018
General Fund:			
Nonspendable	$ 121,522	$ 17,217	$ 30,737
Restricted	26,280	484,554	399,002
Assigned	925,645	2,210,612	2,033,089
Unassigned	5,725,279	2,157,015	2,175,186
Total general fund	6,798,726	4,869,398	4,638,014
All Other Governmental Funds:			
Nonspendable	$ -	$ -	$ 37
Restricted	5,515,086	5,830,972	5,755,688
Committed	2,319,441	2,291,412	735,699
Assigned	-	-	4,046
Unassigned	-	-	-
Total all other governmental funds	$ 7,834,527	$ 8,122,384	$ 6,495,470

Source: Balance Sheet Statement 3

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

FUND BALANCES - GOVERNMENTAL FUNDS **Table III**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Modified accrual basis of accounting)

Fiscal Year						
2017	2016	2015	2014	2013	2012	2011
$ 75,110	$ 9,554	$ 13,296	$ 19,653	$ 17,395	$ 1,645	$ 1,721
235,491	99,491	228,309	316,533	196,458	605,017	509,827
1,011,304	1,146,501	767,132	1,617,533	558,359	1,780,964	975
1,219,178	3,791,172	3,676,556	2,352,968	3,016,441	2,119,220	3,558,549
$ 2,541,083	$ 5,046,718	$ 4,685,293	$ 4,306,687	$ 3,788,653	$ 4,506,846	$ 4,071,072
$ 1,220	$ -	$ -	$ -	$ 16,400	$ -	$ 55,000
8,515,283	8,226,566	7,843,852	7,500,251	8,558,234	4,210,735	7,760,770
1,078,195	131,223	131,004	130,991	130,978	130,961	130,945
2,557	1,664	4,597	8,799	4,453	20,045	20,603
-	-	-	-	-	(1,715)	(15,199)
$ 9,597,255	$ 8,359,453	$ 7,979,453	$ 7,640,041	$ 8,710,065	$ 4,360,026	$ 7,952,119

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS **Table IV**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Modified accrual basis of accounting)

	2019	2019	2018
Revenue:			
Taxes	$ 6,479,490	$ 6,466,760	$ 6,362,040
Permits and fees	1,005,318	1,325,250	1,035,373
Intergovernmental	4,812,525	4,778,115	3,374,400
Charges for services	1,339,139	1,369,612	151,772
Fines and forfeitures	78,859	60,008	210,044
Miscellaneous	484,103	306,378	217,530
Total revenue	14,199,434	14,306,123	11,351,159
Expenditures:			
General government	1,804,129	1,928,980	2,414,366
Public safety	4,161,400	4,461,767	4,771,581
Transportation	1,121,842	849,025	337,299
Economic environment	945,788	1,028,024	258,634
Culture/recreation	950,366	985,466	821,443
Capital outlay	2,955,174	2,321,187	4,032,573
Debt Service:			
Principal retirement	730,000	715,000	700,000
Interest and fiscal charges	126,937	144,224	151,654
Total expenditures	12,795,636	12,433,673	13,487,550
Excess of revenue over (under) expenditures	1,403,798	1,872,450	(2,136,391)
Other Financing Sources (Uses):			
Revenue bonds issued	-	-	-
Transfers in	815,747	1,940,400	1,139,940
Transfers out	(578,074)	(1,940,400)	(8,403)
Payment to refunded bond escrow	-	-	-
Total other financing sources (uses)	237,673	-	1,131,537
Net change in fund balances	$ 1,641,471	$ 1,872,450	$ (1,004,854)
Debt service as a percentage of noncapital expenditures	8.7%	9.1%	9.1%

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

FUND BALANCES - GOVERNMENTAL FUNDS **Table IV**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
(Modified accrual basis of accounting)

Fiscal Year						
2017	2016	2015	2014	2013	2012	2011
$ 6,057,443	$ 5,910,665	$ 5,735,019	$ 5,648,079	$ 5,431,600	$ 5,381,971	$ 5,623,744
985,112	977,793	997,830	1,072,873	968,414	869,747	1,016,041
2,329,931	2,178,772	2,459,898	2,078,751	1,816,087	2,032,148	2,406,507
144,036	152,030	130,129	133,288	126,279	123,709	162,466
59,294	37,071	115,209	271,272	228,493	319,638	124,005
1,503,510	233,659	179,722	154,773	173,812	96,308	100,998
11,079,326	9,489,990	9,617,807	9,359,036	8,744,685	8,823,521	9,433,761
2,065,509	2,138,730	2,079,960	2,048,137	2,259,139	2,376,905	2,411,056
6,820,451	4,200,985	4,188,393	4,335,023	4,409,235	3,808,003	3,596,628
296,719	722,949	522,141	426,670	783,393	274,514	126,887
255,518	309,424	563,039	1,084,763	1,597,229	2,725,325	580,112
823,203	1,046,301	1,212,663	1,001,836	995,081	746,812	538,632
2,052,201	298,994	119,004	798,564	221,442	2,129,771	857,414
685,000	670,000	655,000	640,000	336,283	155,367	269,729
162,299	176,982	191,388	207,834	127,837	145,059	238,097
13,160,900	9,564,365	9,531,588	10,542,827	10,729,639	12,361,756	8,618,555
(2,081,574)	(74,375)	86,219	(1,183,791)	(1,984,954)	(3,538,235)	815,206
-	-	-	-	5,000,000	4,835,000	112,115
2,979,593	1,676,473	1,479,302	1,486,402	1,226,600	1,117,408	620,500
(2,165,852)	(860,673)	(847,502)	(854,602)	(609,800)	(500,608)	(470,500)
-	-	-	-	-	(5,069,884)	-
813,741	815,800	631,800	631,800	5,616,800	381,916	262,115
$ (1,267,833)	$ 741,425	$ 718,019	$ (551,991)	$ 3,631,846	$ (3,156,319)	$ 1,077,321
7.7%	9.6%	10.1%	9.7%	5.4%	3.8%	6.7%

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY **Table V**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Fiscal Year Ended 09/30	Tax Year Ended 12/31	Residential Property	Commercial Property	Industrial Property	Agricultural Property	Institutional Property	Government Property	Vacant Land and Other	Tangible/ Centrally Assessed Property	Total Just Value	Less: Tax-Exempt Property	Total Taxable Assessed Value[1]	Total Direct Tax Rate[1]
2011	2010	$ 399,120,185	$ 131,870,622	$ 55,444,388	$ 194,695	$ 34,134,225	$ 10,345,095	$ 34,422,523	$ 63,770,698	$ 729,302,431	$ 186,908,332	$ 542,394,099	6.55950
2012	2011	$ 341,308,061	$ 124,913,797	$ 50,582,833	$ 170,869	$ 32,471,333	$ 10,158,227	$ 30,882,288	$ 55,935,254	$ 646,422,662	$ 158,594,230	$ 487,828,432	6.95000
2013	2012	$ 321,531,011	$ 111,476,945	$ 47,917,706	$ 124,093	$ 31,699,934	$ 26,384,666	$ 16,223,093	$ 53,870,338	$ 609,227,786	$ 158,725,598	$ 450,502,188	7.35000
2014	2013	$ 355,474,927	$ 113,622,435	$ 47,842,246	$ 102,733	$ 30,974,889	$ 24,296,064	$ 12,155,503	$ 51,671,231	$ 636,140,028	$ 140,800,574	$ 495,339,454	7.53000
2015	2014	$ 331,118,948	$ 117,233,692	$ 50,323,505	$ 32,877	$ 32,590,419	$ 26,230,631	$ 16,079,953	$ 57,248,114	$ 630,858,139	$ 143,984,727	$ 486,873,412	7.13040
2016	2015	$ 348,087,286	$ 121,955,224	$ 52,170,203	$ 35,680	$ 34,610,358	$ 27,050,216	$ 17,106,186	$ 58,516,953	$ 659,532,106	$ 147,253,118	$ 512,278,988	6.89490
2017	2016	$ 368,014,057	$ 130,150,602	$ 53,764,117	$ 38,763	$ 35,861,332	$ 26,995,665	$ 17,761,873	$ 58,447,308	$ 691,033,717	$ 151,762,995	$ 539,270,722	6.89490
2018	2017	$ 389,743,387	$ 140,927,336	$ 58,035,864	$ 42,154	$ 37,026,265	$ 28,552,470	$ 18,165,623	$ 61,895,661	$ 734,388,760	$ 159,368,449	$ 575,020,311	6.50000
2019	2018	$ 425,887,150	$ 151,461,812	$ 61,794,977	n/a	$ 37,968,696	$ 29,205,776	$ 14,669,785	$ 71,135,387	$ 792,123,583	$ 167,108,032	$ 625,015,551	6.25000
2020	2019	$ 458,173,551	$ 156,543,085	$ 63,904,382	n/a	$ 39,055,965	$ 30,154,164	$ 14,171,982	$ 71,499,231	$ 833,714,507	$ 174,181,935	$ 659,532,572	6.25000

Source: Property Appraiser, Volusia County, Florida
Final Post VAB Values Grouped by Property Classification Report
Final Millage Rates Report

Note: [1]Property in the City of Holly Hill is reassessed each year by the Volusia County Property Appraiser.
[1]All property valuations for the specified fiscal year ends are obtained from the previous year's tax roll
Property is assessed at actual value. Tax rates are per $1,000 of assessed value.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

DIRECT AND OVERLAPPING PROPERTY TAX RATES **Table VI**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Fiscal Year[1]	Tax Year	Holly Hill	Volusia County-Operating [2]	Volusia County-Voter Approved	Volusia County-School District [2]	St. Johns Water Management District	Florida Inland Navigation District	Hospital District	East Volusia Mosquito Control District	Ponce DeLeon Inlet and Port Authority	Total-All Taxing Districts
2011	2010	6.55950	5.90250	0.40000	8.23700	0.41580	0.03450	2.00000	0.20800	0.09290	23.85020
2012	2011	6.95000	6.37910	0.40000	8.06300	0.33130	0.03450	1.75000	0.20800	0.09290	24.20880
2013	2012	7.35000	6.48090	0.40000	7.88800	0.33130	0.03450	1.25000	0.20800	0.09290	24.03560
2014	2013	7.53000	6.87090	0.40000	7.35800	0.32830	0.03450	1.00000	0.20800	0.09290	23.82260
2015	2014	7.13040	6.87090	0.40000	7.33600	0.31640	0.03450	1.00000	0.18800	0.09290	23.36910
2016	2015	7.13040	6.87090	0.40000	7.19700	0.30230	0.03200	0.95500	0.18800	0.09290	23.16850
2017	2016	6.89490	6.65200	0.40000	6.84800	0.28850	0.03200	0.75610	0.18800	0.09290	22.15240
2018	2017	6.89490	6.62500	0.40000	6.52000	0.27240	0.03200	0.37810	0.18800	0.09290	21.40330
2019	2018	6.50000	6.24640	0.40000	6.28100	0.25620	0.03200	0.35460	0.18800	0.09290	20.35110
2020	2019	6.25000	6.14200	0.40000	6.08100	0.24140	0.03200	0.35460	0.18800	0.09290	19.78190

Source: Property Appraiser, Volusia County, Florida
Final Millage Rates Report

Note: Tax millage rates are per $1,000 of assessed value.

[1]All property valuations for the specified fiscal year ends are obtained from the previous year's tax roll

[2]Includes voted debt service millage rates, as applicable.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

PRINCIPAL PROPERTY TAXPAYERS
CURRENT AND NINE YEARS AGO
CITY OF HOLLY HILL, FLORIDA

Table VII

Taxpayer	September 30, 2020 Assessed Taxable Value ($ in Thousands)	Rank	Percent to Total Assessed Taxable Value	September 30, 2011 Assessed Taxable Value ($ in Thousands)	Rank	Percent to Total Assessed Taxable Value
Daytona Grande LLC	$ 36,642	1	5.56%	-	-	-
Florida Power & Light Company	$ 14,789	2	2.24%	$ 8,141	3	1.50%
Holly Hill RHF Housing, Inc	$ 13,789	3	2.09%	$ 10,328	2	1.90%
Sun Holly Forest, LLC	$ 10,208	4	1.55%	$ 7,142	4	1.32%
Highlander Corp	$ 10,054	5	1.52%	$ 5,661	6	1.04%
United Rentals N America Inc	$ 8,231	6	1.25%	-	-	-
J 8 Land Partners LLLP	$ 7,108	7	1.08%	-	-	-
SNH SE Holly Hill LLC	$ 5,638	8	0.85%	-	-	-
NAC Health Plan Inc	$ 5,177	9	0.78%	$ 4,772	10	0.88%
Metra Electronics Corp	$ 4,971	10	0.75%	$ 5,423	8	1.00%
Holly Hill Associates, Inc	$ -	-	-	$ 68,281	1	12.59%
Charleston Place Ltd. Ptr	$ -	-	-	$ 5,951	5	1.10%
Riverside Holly Hill LLC	$ -	-	-	$ 5,623	7	1.04%
Riviera Senior Living	$ -	-	-	$ 5,088	9	0.94%
Totals	$ 116,607		17.68%	$ 126,411		23.31%

Source: Property Appraiser, Volusia County, Florida
Explanation of Just and Taxable Values and Top Ten Taxpayers by Taxing Authority Report
Final Post VAB Values Grouped by Property Classification Report

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

PROPERTY TAX LEVIES AND COLLECTIONS **Table VIII**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
($ in thousands)

Fiscal Year Ended September	Taxes Levied For Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2011	$ 3,557,834	$ 3,421,257	96.16%	$ 4,215	$ 3,425,472	96.28%
2012	$ 3,308,482	$ 3,200,817	96.75%	$ 2,899	$ 3,203,716	96.83%
2013	$ 3,311,191	$ 3,203,655	96.75%	$ 15,556	$ 3,219,211	97.22%
2014	$ 3,419,275	$ 3,296,191	96.40%	$ 15,607	$ 3,311,798	96.86%
2015	$ 3,473,127	$ 3,413,302	98.28%	$ 4,250	$ 3,417,552	98.40%
2016	$ 3,657,068	$ 3,537,828	96.74%	$ 3,694	$ 3,541,522	96.84%
2017	$ 3,718,849	$ 3,601,297	96.84%	$ 610	$ 3,601,907	96.86%
2018	$ 3,964,708	$ 3,853,830	97.20%	$ 8,896	$ 3,862,726	97.43%
2019	$ 4,062,601	$ 3,917,093	96.42%	$ 218,370	$ 4,135,463	101.79%
2020	$ 4,122,079	$ 3,815,378	92.56%	$ -	$ 3,815,378	92.56%

Source: Finance Department, City of Holly Hill, Florida
Source: Property Appraiser, Volusia County, Florida
Final Post VAB Values Grouped by Property Classification Report

Note: Tax collections are stated net of early payment discounts ranging from 1% to 4% based on the date of taxpayer payments. Actual tax collections received in each fiscal year are from the prior year's tax levy (i.e. 2014 collections are from the 2013 tax levy) and reported in the year used for revenue recognition.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

WATER PRODUCED AND CONSUMED/WASTEWATER TREATED **Table IX**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Fiscal Year Ended September	Gallons of Water Production	Gallons of Wastewater Treated
2011	367,213,000	432,822,000
2012	372,733,000	514,650,000
2013	353,886,000	563,130,000
2014	347,865,000	563,070,000
2015	333,052,000	641,625,000
2016	351,220,000	548,690,000
2017	376,182,000	616,850,000
2018	401,159,000	782,528,000
2019	417,344,000	598,231,000
2020	392,233,000	690,003,000

Source: Public Works Departments, City of Holly Hill, Florida

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

WATER AND SEWER UTILITY RATES **Table X**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Fiscal Year Ended September 30	Monthly Water Service Fees 0 to 2,999 Gallons	3000 to 14,999 Gallons	Over 15,000 Gallons	Monthly Sewer Service Fees 0 to 2,999 Gallons	Over 3,000 Gallons	Over 15,000 Gallons
2011	$ 12.04	$ 5.67	$ 6.80	$ 13.85	$ 6.52	N/A
2012	$ 12.04	$ 5.86	$ 7.03	$ 14.31	$ 6.74	N/A
2013	$ 12.81	$ 6.04	$ 7.25	$ 14.74	$ 6.95	N/A
2014	$ 13.20	$ 6.23	$ 7.47	$ 15.18	$ 7.16	N/A
2015	$ 13.60	$ 6.42	$ 7.70	$ 15.64	$ 7.38	N/A
2016	$ 14.01	$ 6.62	$ 7.94	$ 16.11	$ 7.61	N/A
2017	$ 14.43	$ 6.82	$ 8.18	$ 16.59	$ 7.84	N/A
2018	$ 14.86	$ 7.02	$ 8.43	$ 17.09	$ 8.08	N/A
2019	$ 15.31	$ 7.23	$ 8.68	$ 17.60	$ 8.32	N/A
2020	See next two pages					

Source: Utility Billing Department, City of Holly Hill, Florida

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

WATER AND SEWER UTILITY RATES **Table X**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Fiscal Year Ended September 30	Fee Type	Monthly Water Service Fees 0 to 2,000 Gallons	2001 to 5,000 Gallons	5001 to 10,000 Gallons
2020	Inside Residential	$ 3.98	$ 7.95	$ 9.15
	Inside Multi Unit Residential	$ 3.98	$ 7.95	$ 9.15
	Inside Non-Residential	$ 7.95	$ 7.95	$ 9.15
	Inside Multi Unit Non-Residential	$ 3.98	$ 7.95	$ 9.15
	Outside Residential	$ 4.98	$ 9.94	$ 11.44
	Outside Multi Unit Residential	$ 4.98	$ 9.94	$ 11.44
	Outside Non-Residential	$ 9.94	$ 9.94	$ 11.44
	Outside Multi Unit Non-Residential	$ 4.98	$ 9.94	$ 11.44

Source: Utility Billing Department, City of Holly Hill, Florida

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

WATER AND SEWER UTILITY RATES **Table X**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Year Ended September 30	Fee Type	Monthly Water Service Fees: 10001 to 15,000 Gallons	Monthly Water Service Fees: Over 15,000 Gallons	Monthly Sewer Service Fees: 0 to 2,000 Gallons	Monthly Sewer Service Fees: Over 2,000 Gallons
2020	Inside Residential	$ 9.94	$ 10.74	$ 3.09	$ 9.35
	Inside Multi Unit Residential	$ 9.94	$ 10.74	$ 3.09	$ 9.35
	Inside Non-Residential	$ 9.15	$ 9.15	$ 9.35	$ 9.35
	Inside Multi Unit Non-Residential	$ 9.94	$ 10.74	$ 3.09	$ 9.35
	Outside Residential	$ 12.43	$ 13.43	$ 3.86	$ 11.69
	Outside Multi Unit Residential	$ 12.43	$ 13.43	$ 3.86	$ 11.69
	Outside Non-Residential	$ 11.44	$ 11.44	$ 11.69	$ 11.69
	Outside Multi Unit Non-Residential	$ 12.43	$ 13.43	$ 3.86	$ 11.69

Source: Utility Billing Department, City of Holly Hill, Florida

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

TEN LARGEST WATER AND SEWER CUSTOMERS
CURRENT AND NINE YEARS AGO
CITY OF HOLLY HILL, FLORIDA

Table XI

	September 30, 2020			September 30, 2011		
Customer Account Name	Annual Water/ Sewer Sales	Rank	Percent to Total Combined Water/Sewer Sales	Annual Water/ Sewer Sales	Rank	Percent to Total Combined Water/Sewer Sales
Angelica Health Svc	$ 493,271	1	6.79%	$ 275,994	1	5.38%
MGH Condo Assoc Inc	474,008	2	6.52%	227,668	2	4.43%
Holly Point Apartments (Royal American)	137,673	3	1.89%	119,752	3	2.33%
Bishops Glenn	131,679	4	1.81%	-	-	-
Florida Health Care	60,843	5	0.84%	-	-	-
Maple Leaf Own Condo	58,124	6	0.80%	61,328	6	1.19%
Blue Tide Apartments #A&B	53,744	7	0.74%	59,486	7	1.16%
MGH Maint Assoc Inc	39,236	8	0.54%	34,798	9	0.68%
Sun Communities Operating LMT	31,432	9	0.43%	37,469	8	0.73%
Holly Square Assn	27,419	10	0.38%	32,076	10	0.62%
Tar Eagle LLC	-	-	-	108,740	4	2.12%
Charles Woerner Jr	-	-	-	63,443	5	1.24%
Total	$ 1,507,428			$ 572,576		
Total Water and Sewer Sales	$ 7,265,529			$ 5,133,443		

Source: Utility Billing Department, City of Holly Hill, Florida

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Table XII

Fiscal Year Ended September 30	Governmental Activities				Business-type			Total Primary Government	Percent of Personal Income	Per Capita
	Redevelopment Notes	State Revolving Fund Loans[1]	Other Notes/ Capital Leases	Total	Water and Sewer Bonds	State Revolving Fund Loans[1]	Total			
2011	$ 5,081,398	$ -	$ 71,509	$ 5,152,907	$ 14,765,000	$ 10,365,004	$ 25,130,004	$ 30,282,911	8.08%	$ 2,603
2012	$ 4,835,000	$ -	$ 36,283	$ 4,871,283	$ 14,150,000	$ 9,719,893	$ 23,869,893	$ 28,741,176	7.39%	$ 2,471
2013	$ 9,535,000	$ -	$ -	$ 9,535,000	$ 15,450,000	$ 9,059,235	$ 24,509,235	$ 34,044,235	7.30%	$ 2,928
2014	$ 8,895,000	$ -	$ -	$ 8,895,000	$ 14,465,000	$ 8,382,640	$ 22,847,640	$ 31,742,640	7.74%	$ 2,718
2015	$ 8,240,000	$ -	$ -	$ 8,240,000	$ 13,275,000	$ 7,689,713	$ 20,964,713	$ 29,204,713	5.94%	$ 2,482
2016	$ 7,570,000	$ -	$ -	$ 7,570,000	$ 12,060,000	$ 6,980,042	$ 19,040,042	$ 26,610,042	5.48%	$ 2,255
2017	$ 6,885,000	$ -	$ -	$ 6,885,000	$ 10,820,000	$ 6,253,203	$ 17,073,203	$ 23,958,203	4.74%	$ 2,006
2018	$ 6,185,000	$ -	$ -	$ 6,185,000	$ 9,550,000	$ 5,508,772	$ 15,058,772	$ 21,243,772	5.30%	$ 1,739
2019	$ 5,470,000	$ -	$ -	$ 5,470,000	$ 8,593,381	$ 4,746,300	$ 13,339,681	$ 18,809,681	4.70%	$ 1,540
2020	$ 4,740,000	$ -	$ -	$ 4,740,000	$ 7,213,153	$ 3,965,339	$ 11,178,492	$ 15,918,492	2.60%	$ 1,288

Source: Finance Department, City of Holly Hill, Florida
U.S. Census Bureau - Population of Holly Hill
U.S. Census Bureau - Median Household Income of Volusia County

Note: Details concerning the City's outstanding debt can be found in the notes to the financial statements.
Principal amounts are stated at par and do not include unamortized premiums, discounts or issue costs.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

RATIOS OF GENERAL BONDED DEBT OUTSTANDING **Table XIII**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

The City of Holly Hill, Florida has had no General Bonded Debt Outstanding during each of the past 10 fiscal years.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT **Table XIV**
CITY OF HOLLY HILL, FLORIDA

Governmental Unit	Principal Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt Repaid with Property Taxes:			
County of Volusia, Florida			
General Obligation Bonds…….……	$ 3,220,000	1.8007%	$ 57,984
City direct debt……			4,740,000
Total direct and overlapping debt……			$ 4,797,984

Source: Assessed valuation data used to estimate applicable percentage provided by Volusia County Property Appraiser. Debt outstanding data provided by each government unit.

Note: Includes all direct debt - including bonds, notes, loans and capital leases
Estimated percentage based on 2019 Final Gross Taxable Value (Form DR-422)

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

LEGAL DEBT MARGIN INFORMATION **Table XV**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

The Constitution of the State of Florida, section 200.181, Florida Statutes, and the City of Holly Hill, Florida have set no legal debt limit.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

PLEDGED REVENUE COVERAGE **Table XVI**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
($000's)

	2020	2019	2018	2017
CRA Redevelopment Revenue Notes:				
(Defined) revenues	$ 2,407	$ 2,361	$ 2,250	$ 2,130
Less: operating expenses	-	-	-	-
Net revenue available for debt service	2,407	2,361	2,250	2,130
Debt Service payments:				
Principal	730	715	700	685
Interest	127	144	147	162
Total debt service payments	$ 857	$ 859	$ 847	$ 847
Coverage ratio (times)	2.81	2.75	2.66	2.51
FDEP Clean Water State Revolving Fund Loans:				
(Defined) stormwater revenues	$ 1,085	$ 1,053	$ 937	$ 947
Less: operating expenses	553	669	394	407
Net revenue available for debt service	532	384	543	540
Debt Service payments:				
Principal	324	317	310	303
Interest	29	37	44	50
Total debt service payments	$ 353	$ 354	$ 354	$ 353
Coverage ratio (times)	1.51	1.08	1.53	1.53
Water and Sewer System Revenue Bonds:				
(Defined) water/sewer system revenues	$ 7,566	$ 7,283	$ 6,872	$ 6,463
Less: operating expenses	4,573	4,332	3,291	3,101
Net revenue available for debt service	2,993	2,951	3,581	3,362
Debt Service payments:				
Principal	1,330	1,295	1,270	1,240
Interest	244	280	268	297
Total debt service payments	$ 1,574	$ 1,575	$ 1,538	$ 1,537
Coverage ratio (times)	1.90	1.87	2.33	2.19
FDEP Clean Water State Revolving Fund Loans:				
Subordinate Debt Service payments:				
Principal	457	446	435	425
Interest	74	85	96	107
Total debt service payments	$ 531	$ 531	$ 531	$ 532
Combined Coverage ratio (times)	1.42	1.40	1.73	1.62

Notes: Details concerning the City's outstanding debt obligations are found in the notes to financial statements.
Trend information does not include historical reporting of coverage for any retired obligations.
CRA Redevelopment Bonds are secured by tax increment revenues.
FDEP SRF Loan is secured with the City's stormwater utility revenues.
Water and Sewer Bonds are secured by all revenues of the water and sewer system. Operating expenses are stated net of depreciation expense. Debt service amounts for FDEP SRF Loan (which are subordinate to the 2002 Bonds) are combined with all obligations secured by Pledged Revenues.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

PLEDGED REVENUE COVERAGE **Table XVI**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA
($000's)

2016	2015	2014	2013	2012	2011
$ 2,000	$ 1,972	$ 1,685	$ 1,511	$ 1,570	$ 2,009
-	-	-	-	-	-
2,000	1,972	1,685	1,511	1,570	2,009
670	655	640	300	246	232
177	192	208	99	224	238
$ 847	$ 847	$ 848	$ 399	$ 470	$ 470
2.36	2.33	1.99	3.79	3.34	4.27
$ 947	$ 802	$ 796	$ 803	$ 806	$ 845
457	440	393	283	270	291
490	362	403	520	536	554
296	289	283	276	270	264
58	65	71	78	84	90
$ 354	$ 354	$ 354	$ 354	$ 354	$ 354
1.38	1.02	1.14	1.47	1.51	1.56
$ 6,188	$ 5,934	$ 5,675	$ 5,776	$ 5,553	$ 5,311
2,691	2,519	2,478	2,373	2,242	2,269
3,497	3,415	3,197	3,403	3,311	3,042
1,215	1,190	985	985	855	685
325	352	402	402	563	563
$ 1,540	$ 1,542	$ 1,387	$ 1,387	$ 1,418	$ 1,248
2.27	2.21	2.30	2.45	2.33	2.44
413	403	394	385	376	366
117	126	137	146	155	164
$ 530	$ 529	$ 531	$ 531	$ 531	$ 530
1.69	1.65	1.67	1.77	1.70	1.71

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

DEMOGRAPHIC AND ECONOMIC STATISTICS **Table XVII**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

Fiscal Year Ended September 30	Population[1]	Volusia County Personal Income[2]	Per Capita Personal Income[2]	Median Household Income[3]	County Unemployment Rate[4]
2011	11,633	$ 17,078,915	$ 34,339	$ 44,169	10.00%
2012	11,628	$ 17,445,812	$ 35,228	$ 43,419	10.00%
2013	11,679	$ 17,611,927	$ 35,238	$ 27,313	6.00%
2014	11,765	$ 18,413,739	$ 36,664	$ 41,714	5.60%
2015	11,985	$ 19,297,694	$ 38,154	$ 41,117	5.30%
2016	12,142	$ 20,461,018	$ 39,151	$ 43,070	5.20%
2017	12,479	$ 21,280,600	$ 40,566	$ 44,915	3.70%
2018	12,218	$ 22,613,682	$ 42,374	46,760	3.50%
2019	12,316	n/a	$ 40,081	n/a	2.90%
2020	12,357	$ 24,444,162	$ 44,180	$ 49,494	7.60%

Sources: [1] U.S. Census Bureau - Population of Holly Hill, FL
[2] U.S. Bureau of Economic Analysis - Personal Income of Volusia County, FL
Personal Income in Thousand of Dollars
[2] U.S. Bureau of Economic Analysis - Per Capita Personal Income of Volusia County, FL
[3] U.S. Census Bureau - Median Household Income of Volusia County, FL
[4] U.S. Bureau of Labor Statistics - County Unemployment Rate of Volusia County, FL

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

PRINCIPAL EMPLOYERS
CURRENT AND NINE YEARS AGO
CITY OF HOLLY HILL, FLORIDA

Table XVIII

	September 30, 2020			September 30, 2011		
Employer	Total Employees	Rank	Percent to Total City Employment	Total Employees	Rank	Percent to Total City Employment
Florida Health Care……	700	1	11.56%	877	1	15.22%
Metra Electronics Corporation……	400	2	6.61%	260	2	4.51%
Holly Hill R.H.F. Housing Inc (Bishop's Glen)……	220	3	3.63%	225	3	3.90%
City of Holly Hill……	116	4	1.92%	98	5	1.70%
Holly Hill Elementary/Middle School……	90	5	1.49%	196	4	3.40%
R & R Industries, Inc……	79	6	1.30%	66	7	1.15%
Bob's Space Racers……	75	7	1.24%	-	-	-
Surface Crafters……..……..	73	8	1.21%	-	-	-
Angelica……	69	9	1.14%	-	-	-
Five Star Quality Care (Riviera)…..……	65	10	1.07%	-	-	-
Cicero Masonry, Inc……	-	-	-	75	6	1.30%
Parks Stage Restaurant……	-	-	-	30	8	0.52%
Mediatech, Inc……	-	-	-	26	9	0.45%
Durostone Solid Surfaces, Inc……	-	-	-	18	10	0.31%
Total……	1,887		31.16%	1,871		32.46%
Estimated Civilian Labor Force……	6,055					

Source: Volusia County Economic Development
U.S. Census Bureau - Population of Holly Hill
U.S. Census Bureau - Civilian Labor Force of Holly Hill

Attachment: 2020 ACFR Final (3391 : FY20 Annual Comprehensive Financial Report)

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM **Table XIX**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

	Full-Time Equivalent Employees at September 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
General Government:										
City Commission	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
City Manager	2.5	2.0	2.0	2.0	2.0	3.6	2.5	2.5	2.5	2.5
Finance/Administration	13.0	13.0	11.0	11.8	11.8	10.0	12.0	12.0	12.0	13.0
Human Relations	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Information Technology	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Safety:										
Police:										
Officers	25.5	25.5	25.0	25.0	25.0	27.0	31.0	30.0	29.0	32.0
Civilians	4.0	4.0	5.0	5.7	5.7	5.7	5.0	5.0	5.0	5.0
Fire:										
Firefighters and officers	13.0	13.0	13.0	13.0	13.0	13.0	13.5	13.5	13.5	13.0
Civilians	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.5
Protective Inspection	6.85	6.5	5.9	4.0	4.0	4.0	-	-	-	-
Physical Environment:										
Transportation	7.5	7.0	7.0	7.0	7.0	7.0	2.5	2.5	2.5	2.5
Buildings & Grounds	6.2	6.5	6.0	6.5	6.5	6.0	6.0	6.0	6.0	5.0
Culture/Recreation:										
Recreation	-	-	-	-	-	-	-	-	-	-
Economic Environment:										
Community Redevelopment	1.0	1.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0
Public Works:										
Administration	3.0	3.0	-	-	-	-	6.0	6.0	6.0	6.0
Stormwater	3.5	4.0	4.2	4.2	4.2	4.7	3.5	3.5	3.5	3.0
Solid Waste	-	-	-	-	-	-	-	-	-	-
Public Utilities:										
Water	11.5	11.0	14.3	14.0	14.0	14.0	14.5	14.5	14.5	14.5
Sewer	12.0	11.0	12.1	12.1	12.1	12.1	12.0	12.0	13.0	13.0
Total	117.55	115.5	115.6	115.3	115.3	117.1	118.5	117.5	117.5	119.0

Source: City of Holly Hill Budgeted Positions

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

OPERATING INDICATORS BY FUNCTION/PROGRAM **Table XX**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police:										
Physical arrests	417	570	732	1,105	945	741	838	935	1,192	896
Parking violations	-	-	-	-	-	-	-	-	-	1
Traffic violations	992	2,112	3,289	1,139	1,704	2,765	1,992	1,358	1,218	1,598
Fire:										
Emergency responses	2,826	2,717	3,102	3,154	2,855	2,834	2,423	2,668	2,480	2,480
Inspections	1,419	1,175	1,595	1,492	1,401	1,089	781	1,134	522	522
Solid Waste:										
Refuse collected (tons per day)	-	-	-	-	-	-	-	-	-	-
Recyclables collected (tons per day)	-	-	-	-	-	-	-	-	-	-
Public Works-Transportation:										
Street resurfacing (miles)	3	-	-	-	1	1	-	6	-	-
Water:										
New connections	4	39	4	5	7	2	46	1	4	5
Water main breaks	2	4	8	5	3	1	6	12	22	11
Average daily consumption (thousands of gallons)	1,072	1,144	1,096	1,030	959	917	960	967	1,024	1,005
Peak daily consumption (thousands of gallons)	1,129	1,526	1,461	1,237	1,145	1,099	1,136	1,153	1,175	1,110
Sewer:										
Average daily treatment (thousands of gallons)	1,920	1,640	2,138	1,690	1,520	1,758	1,543	1,543	1,412	1,456

Source: City of Holly Hill Police, Fire, Public Works and Water/Sewer Departments

Note: Solid waste and recycling are collected by an outside agency.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM **Table XXI**
LAST TEN FISCAL YEARS
CITY OF HOLLY HILL, FLORIDA

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units[1]	4	4	3	4	3	4	4	4	4	4
Fire stations	1	1	1	1	1	1	1	1	1	1
Public Works-Transportation:										
Streets (miles)[2]	69	69	69	69	69	69	69	69	69	69
Streetlights[4]	1,033	1,033	1,033	1,033	1,033	1,033	1,033	963	963	963
Parks and recreation:										
Acreage	97	97	97	97	97	97	97	97	84	84
Dog Park	1	1	1	1	1	1	1	1	1	1
Playgrounds	4	4	5	5	4	4	4	4	4	4
Tennis Courts	2	2	2	2	2	2	2	2	2	2
Shuffleboard courts	3	-	-	-	-	-	-	-	-	-
Fishing Piers	3	3	4	4	4	3	3	3	3	3
Boat Ramps	1	1	1	1	1	1	1	1	1	1
Swimming Pools	1	1	1	1	1	1	1	1	1	1
Baseball/softball diamonds	1	1	5	5	5	5	5	5	5	5
Community centers	5	2	2	2	3	4	4	2	2	2
Water:										
Water mains (miles)	75	75	75	75	75	75	75	75	74	74
Fire hydrants	408	408	408	402	392	389	364	364	355	350
Treatment capacity (millions of gallons)	2	2	2	2	2	2	2	2	2	2
Sewer:										
Sanitary sewers (miles)[3]	66	66	66	66	66	66	66	66	66	66
Storm sewers (miles)	42	42	42	42	42	42	42	42	42	42
Treatment capacity (millions of gallons)	3	3	3	3	3	3	3	3	3	2

Source: City of Holly Hill Police, Fire, Public Works and Water/Sewer Departments

[1]Does not include special patrols i.e. CRA SRT
[2]Historical data restated to include County, DOT & private roads within the city limits
[3]Historically recalculated based on current GIS data
[4]FPL Audit June 2013

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor, City Commission, and City Manager,
City of Holly Hill, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Holly Hill, Florida (the City), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 30, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described below, we did identify certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider finding 2020-001 described below to be a material weakness.

2020-001 Prior Period Adjustments: Significant account balances and transactions should be properly recorded in compliance with generally accepted accounting principles in the United States of America. The proper presentation of account balances requires adjustments be made throughout the year in accordance with account reconciliations to ensure completeness, existence, occurrence, accuracy, rights or obligations, cutoff, and classification. We noted a number of account balances required prior period adjustments, including:

- Capital assets recorded in prior years were not owned by the City.
- Improper recognition of revenue in the current and prior year related to disallowed FEMA grants.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities w

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

- Liability for compensated absences included unrelated costs in prior and current year.
- State revenue sharing funds did not represent the proper cutoff in the prior and current year.

Management did not review the above account balances and transactions in a timely manner to prevent their inaccurate reporting in the prior period financial statements. We recommend the City review significant transactions monthly, as well as all account balances at year-end to ensure proper recordation based on the nature of the transactions and that account reconciliations agree to the general ledger.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider finding 2020-002 described below to be a significant deficiency.

2020-002 Unauthorized User Access to Accounting System Functions: The accounting system should only allow access to essential personnel and this access should only extend to the specific areas and functions commensurate with the accounting staff's work responsibilities. During our audit, we noted 12 users with account access and permissions that enabled them to create journal entries. These rights were not a part of their associated work responsibilities. We discovered management is not currently performing formal periodic reviews of user access levels, which explained why the rights for these users were not properly restricted. We recommend management perform a periodic, documented review each user's access rights and ensure only those permissions that correspond to the staff position's job responsibilities be granted.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Management's Response to Findings

The City's response to the findings identified in our audit is described in the accompanying Response to Findings. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

James Moore & Co., P.L.

Daytona Beach, Florida
June 30, 2021

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE OF THE AUDITOR GENERAL

To the Honorable Mayor, City Commission, and City Manager,
City of Holly Hill, Florida:

Report on the Financial Statements

We have audited the basic financial statements of City of Holly Hill, Florida (the City), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 30, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 30, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings and recommendations existed in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note (1) of the basic financial statements.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities w

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had the following recommendations:

- **2020-003 Bank Reconciliations:** The City does not have a formal policy related to the timeliness of bank account reconciliations. We recommend a policy be implemented stating that all bank accounts be reconciled and reviewed within 30 days of the applicable month end.

- **2020-004 Data Backups:** There is no documentation to substantiate the data backups are tested, i.e. restored to ensure they are operating properly. We recommend documenting when backups are tested, by whom, and whether the restoration was successful or not.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Management's Response to Findings

The City's responses to the findings identified in our audit are outlined as listed in the table of contents. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Commission, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Daytona Beach, Florida
June 30, 2021

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Mayor, City Commission, and City Manager,
City of Holly Hill, Florida:

We have examined the City of Holly Hill, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies,* for the year ended September 30, 2020. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies,* for the year ended September 30, 2020, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

James Moore & Co., P.L.

Daytona Beach, Florida
June 30, 2021

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities w

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Stella L. Gurnee, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of the City of Holly Hill which is a local governmental entity of the State of Florida;

2. City of Holly Hill adopted (Ordinance No. 2771, 2772, 2773 and 1984 implementing an impact fee; and

3. City of Holly Hill has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Stella L. Gurnee
Finance Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ✓ physical presence or online notarization, this 30th day of June, 2021, by Stella L. Gurnee who is personally known to me or produced N/A as identification and did/did not take an oath.

Valerie Manning
NOTARY PUBLIC
Print Name Valerie Manning

Commission No: GG350523

My Commission Expires: October 30, 2023

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

MEMO TO: The Honorable Mayor and City Commission
The State Auditor General

THRU: Joseph Forte, City Manager

FROM: Stella Gurnee, Finance Director

DATE: June 30, 2021

SUBJECT: Reply to the Independent Auditor's Report on Internal Control and Management Letter Comments for Fiscal Year Ended September 30, 2020

FINANCIAL STATEMENT FINDINGS

2020-001 Prior Period Adjustments:

Management concurs with this comment and recommendation. Management is reviewing significant transactions monthly, and we will review account balances at year-end to ensure proper recording in compliance with generally accepted accounting principles.

2020-002 Unauthorized User Access to Accounting System Functions:

Management concurs with this comment and recommendation. Management will complete a comprehensive review before the end of fiscal year 2021. Management will also periodically review and document each user's access rights to ensure user permissions granted correspond to the staff position's job responsibilities.

2020-003 Bank Reconciliations:

Management concurs with this comment and recommendation and has updated the Bank Reconciliation policy to include the recommended timeliness standard. The City implemented the new policy which states all bank accounts be reconciled and reviewed within 30 days of the applicable month end.

2020-004 Data Backups:

Management concurs with this comment and recommendation and have instituted procedures to test and document data backups.

Attachment: 2020 ACFR Final (3391 : FY2020 Annual Comprehensive Financial Report)

HOLLY HILL
FLORIDA

City of Holly Hill, Florida

James Moore
Certified Public Accountants and Consultants

Annual Audit for the Year Ended September 30, 2020

Presented by: James Halleran, CPA

Providing Tax, Auditing, Accounting & Controllership, Technology Solutions, Consulting, and Wealth Management Services Since 1964.

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Auditors' Reports

- **Independent Auditors' Report** (pages 9-11)
  - Unmodified Opinion with emphasis of matter for prior period adjustments (Note 13)
- **Report on Internal Control and Compliance** (pages 130-131)
  - 1 Material Weaknesses on Internal Control over Financial Reporting
  - 1 Significant Deficiency on Internal Control over Financial Reporting
  - No comments regarding Compliance and Other Matters
- **Management Letter Required by Chapter 10.550** (pages 132-133)
  - 2 other recommendations/comments
- **Independent Accountants' Examination Report** (page 134)
  - In compliance with specified investment statutes

***Management's Response to Comments** (page 136)

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Government Wide Activities (Page 26)

History of Net Position of Governmental Activities:

Net Position	9/30/2020	9/30/2019	9/30/2018
Capital, net	$ 11,257,689	$ 8,932,690	$ 15,573,476
Restricted	$ 5,493,954	$ 6,106,554	$ 6,507,029
Unrestricted	$ 1,660,966	$ 545,916	$ (1,398,695)
Total	$ 18,402,609	$ 15,585,160	$ 20,681,810

History of Net Position of Business Type Activities:

Net Position	9/30/2020	9/30/2019	9/30/2018
Capital, net	$ 14,513,974	$ 13,335,423	$ 11,767,034
Restricted	$ 1,569,336	$ 2,019,176	$ 2,742,943
Unrestricted	$ 13,353,438	$ 12,335,307	$ 11,541,283
Total	$ 29,436,748	$ 27,689,906	$ 26,051,260

Providing Tax, Auditing, Accounting & Controllership, Technology Solutions, Consulting, and Wealth Management Services Since 1964.

James Moore
Certified Public Accountants and Consultants

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

General Fund (Page 28)

Fund Balance	9/30/2020	9/30/2019	9/30/2018
Nonspendable	$ 121,522	$ 17,217	$ 30,737
Restricted	26,280	484,554	399,002
Committed	-0-	-0-	-0-
Assigned	925,645	2,210,612	2,033,089
Unassigned	5,725,279	2,157,015	2,175,186
Total	$ 6,798,726	$ 4,869,398	$ 4,638,014

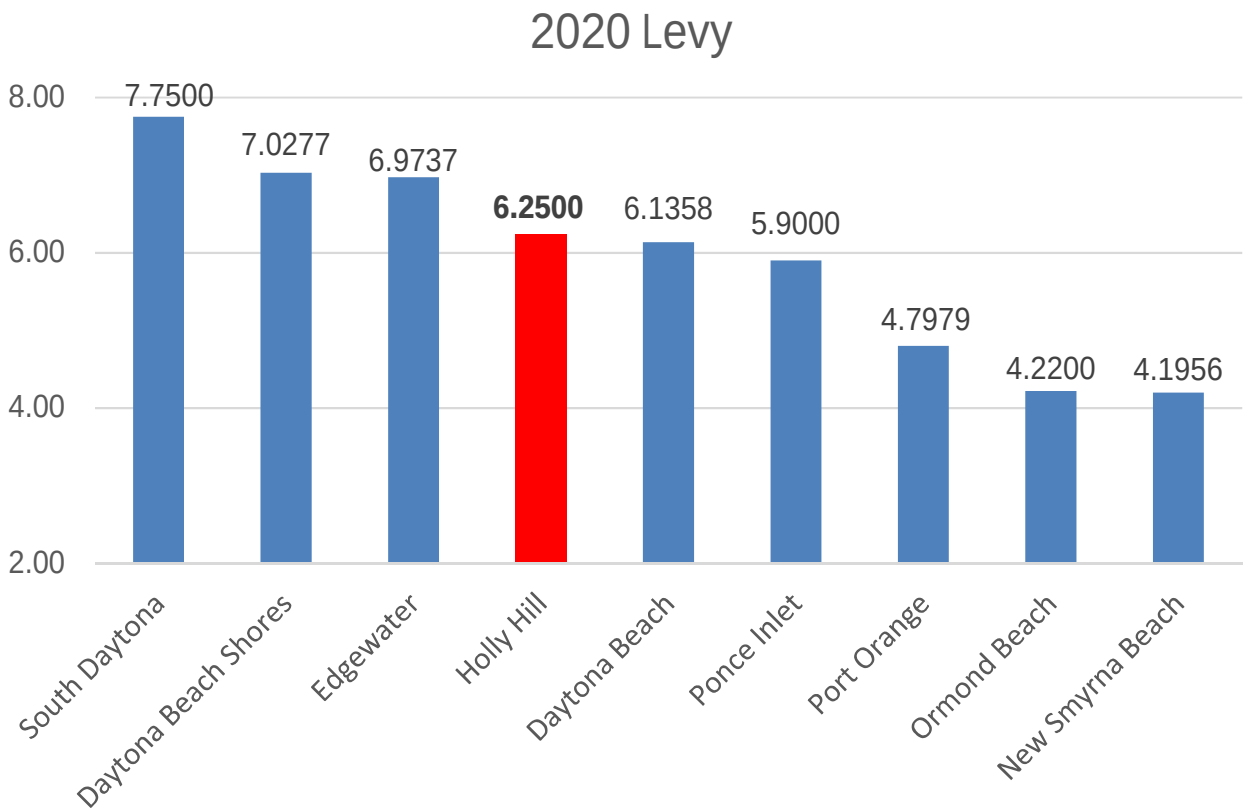
Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

General Fund (Continued)

Total Assigned/Unassigned Fund Bal.	$6,650,924
Current Year Expenditures & Transfers Out	$9,063,441
Percentage Assigned/Unassigned Fund Balance as a % of Expenditures and Transfers Out:	**73%**
City's Minimum Fund Balance Policy	20%-25%
GFOA Minimum Rec. = 2 Months	At least 16.7%

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Comparable Millage Rates



Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Other Governmental Funds

- Community Redevelopment Agency (Major Fund)
  - $5,159,837 restricted fund balance
  - $350,806 decrease from prior year
  - First year a separate audit was issued
- Nonmajor Funds
  - Impact Fees Trust: $312,576 restricted fund balance
    - $26,631 net increase in fund balance (Expenditures: zero)
  - Law Enforcement Trust: $42,673 restricted fund balance
    - $8,289 net increase in fund balance (Expenditures: zero)
  - Capital Projects: $2,319,441 committed fund balance
    - $28,029 net increase in fund balance (Expenditures: $795,069)

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Proprietary-Type Funds (Page 32)

History of Unrestricted Net Position in Proprietary Funds:

Fund	9/30/2020	9/30/2019	9/30/2018
Water & Sewer	$ 5,890,470*	$ 5,019,828	$ 4,648,811
Stormwater	$ 2,655,632	$ 2,508,530	$ 2,388,332
Solid Waste	$ 4,798,280	$ 4,709,049	$ 4,504,140
Internal Service	$ 9,302	$ 16,011	$ -0-

*$2.3 million is designated by the City Commission for future capital projects.

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Pension Funds

- Net Pension Liability (Asset) history (pages 83-88):

Year	General (FRS)	Police	Fire	Total
2020	$ 4,697,281	$ 983,692	$ 932,549	$ 6,613,522
2019	$ 3,624,984	$ 2,154,274	$ 1,380,182	$ 7,159,440
2018	$ 3,091,816	$ 1,942,412	$ 1,272,167	$ 6,306,395

- Funded % with Net Pension Liability measurement:

Year	General (FRS)	Police	Fire
2020	78.85%	92.67%	85.21%
2019	82.61%	83.89%	77.86%
2018	84.26%	84.78%	78.65%

General City Contribution Rates: 10.93% CY and 2021 12.5% estimated
Police City Contribution Rates: 32.4% CY and 2021 28.6%
Fire City Contribution Rates: 39.8% CY and 2021 42.1%

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Other Items

- **Note 8 – Long-Term Liabilities**
  - Governmental activities: $4.7 million (CRA); no new debt
  - Business-type: $11.2 million; no new debt
- **Note 14 – Recent Accounting Pronouncements**
  - GASB 84 Fiduciary Activities effective FYE 9/30/2021 - Implemented
  - GASB 87 Leases effective FYE 9/30/2022
  - GASB 90 Majority Equity Interests effective FYE 9/30/2021
  - GASB 96 Subscription-Based IT Arrangements effective FYE 9/30/2023
- **Note 15 – Uncertainty – COVID-19**

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Other Items (Continued)

- **Note 13 – Restatement of Net Position**

	Fund Balance	Net Position			
	General Fund	Governmental Activities	Internal Service Funds	Stormwater Fund	Water & Sewer Fund
Net position / fund balance – 9/30/19, originally reported	$ 4,940,876	$ 24,045,806	$ 66,082	$ 5,965,931	$ 16,965,931
Removal of capital assets and accumulated depreciation	-	(8,027,887)	-	-	-
Disallowed FEMA grant revenue	-	(567,855)	-	-	-
Adjustment for compensated absences	-	204,632	5,065	1,226	22,704
State revenue sharing adjustment	(71,478)	(71,478)	-	-	-
Reclassify Police Explorers fund as Custodial fund	-	(7,058)	-	-	-
Net position / fund balance – 9/30/19, as restated	$ 4,869,398	$ 15,585,160	$ 71,147	$ 5,966,476	$ 16,988,635

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

Questions?



Providing Tax, Auditing, Accounting & Controllership, Technology Solutions, Consulting, and Wealth Management Services Since 1964.

James Moore
Certified Public Accountants and Consultants

Attachment: G15-04 Audit Presentation (3391 : FY2020 Annual Comprehensive Financial Report)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 27, 2021**
FROM: **Valerie Manning**
SUBJECT: **Minutes - July 13, 2021, Budget Workshop and July 13, 2021, Regular City Commission and CRA Meeting**
NUMBER: **(ID # 3385)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 13, 2021 budget workshop and the regular City Commission/CRA meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - July 13, 2021 - Regular CC and CRA meeting (DOC)
- Minutes - July 13, 2021 - Budget Workshop (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JULY 13, 2021

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

Attachment: Minutes - July 13, 2021 - Regular CC and CRA meeting (3385 : Minutes)

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Penny Currie
Mayor Via led the invocation.

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

2. PRESENTATION

1.

Proclamation - Bissy Holden, Director Wellness and Communications / Media for Florida Health Care Plans - Retirement

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA

1.

2021-R-41- US-1 Utility Undergrounding Primaries Conversion Change Order #6 CRA

(Requested by Antoine Khoury, Public Works)

David King, Vice President and Business Unit Leader for Mead & Hunt, Port Orange, was present and gave a brief update to the Mayor and Commissioners about the project and the request for the Change Order No. 6 for Carter Electric, Inc., as stated in their agenda packet.

Mayor Via opened public participation. No one spoke.

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

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

6. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:
Gilles Blais, Holly Hill and Jim Legary, Holly Hill.

7. APPROVAL OF MINUTES

1.

Minutes - June 22, 2021 - Regular City Commission Meeting

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

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

Enacted and approved this 13th day of July, 2021, in Holly Hill

8. CONSENT AGENDA - NONE

No business to discuss.

9. REGULAR AGENDA

1. –2021-R-42 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 6 to the US1 Utility Undergrounding

Attachment: Minutes - July 13, 2021 - Regular CC and CRA meeting (3385 : Minutes)

Primaries Conversions with Carter Electric for an Additional Cost of $20,322.75 and of 30 Contract Days; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2021-R-42
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 6 TO THE US1 UTILITY UNDERGROUNDING PRIMARIES CONVERSIONS WITH CARTER ELECTRIC FOR AN ADDITIONAL COST OF $20,322.75 AND OF 30 CONTRACT DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 6 TO THE US1 UTILITY UNDERGROUNDING PRIMARIES CONVERSIONS WITH CARTER ELECTRIC FOR AN ADDITIONAL COST OF $20,322.75 AND OF 30 CONTRACT DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill awarded the US1 Utility Undergrounding Primaries Conversions to Carter Electric; and

WHEREAS, added work has increased the scope of the project and time needed to complete the project; and

WHEREAS, The City's consultant and City Staff have reviewed the proposed change order and recommend it be approved.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute Change Order No. 6 to the US1 Utility Undergrounding Primaries Conversions contract with Carter Electric for an additional cost of $20,322.75 and of 30 contract days.

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

Attachment: Minutes - July 13, 2021 - Regular CC and CRA meeting (3385 : Minutes)

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 13th day of JULY, 2021.

Enacted and approved this 13th day of July, 2021, in Holly Hill

10. PUBLIC HEARINGS - NONE

No business to discuss.

11. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned that the Daytona Beach Board of Realtors would like to hold a fundraiser event for Daytona Beach Police Officer Jason Raynor of Daytona Beach and is asking if the city would waive the permit fee for the application.

Commissioner Penny made a motion to ***WAIVE THE PERMIT FEE FOR THE SPECIAL EVENT APPLICATION FOR A FUNDRAISER FOR DAYTONA BEACH POLICE OFFICER JASON RAYNOR****, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

Mr. Forte mentioned the $80,000 that could be used to improve some of the restrooms at the parks with some refurbishing of the floors as much as can be done. Mayor Via mentioned that the picnic tables need to be updated as well if possible; possibly do some this budget year and some next year. Mr. Forte mentioned the new water fountains here at City Hall and one is in the Police Department as well.

B. City Attorney Comments

Attorney Simpson reminded the Mayor and Commissioners that he will not be at the next meeting.

C. City Commission Comments

Commissioner Penny mentioned that the floor in the Commission Chambers looks great; asked Mr. Forte about the Mast Arms over by 13th Street/Nova Road and the maintenance of them.

Commissioner Danio congratulated Bissy Holden on her retirement.

Commissioner Johnson mentioned that galvanized is the best over any paint (referring to the Mast Arms maintenance); informed the Mayor and Commissioners that another TPO meeting will be coming up soon.

Attachment: Minutes - July 13, 2021 - Regular CC and CRA meeting (3385 : Minutes)

D. Mayor's Comments

Mayor Via mentioned the COVID-19 Rescue Funds that was mentioned at the City Managers meeting yesterday and updated the Commission on that discussion; would like to see the Premium Pay for Frontline Responders get some of that money; mentioned the ECHO board meeting with the various projects coming forward for them and Pictona Phase 2 and it looks like the city may be able to get the ECHO grant assistance for that project; thanked Deputy Police Chief Miller for stepping up and filling in as Interim Police Chief.

12. ADJOURNMENT

The meeting adjourned at approximately 6:55 PM.

Attachment: Minutes - July 13, 2021 - Regular CC and CRA meeting (3385 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JULY 13, 2021

City Commission Chamber **Budget Workshop** **5:00 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

2. ENTERPRISE FUNDS

1.

Enterprise Funds Discussion

(Requested by Valerie Manning, City Clerk)
Stella Gurnee went over the PowerPoint presentation with the Mayor, City Commission and staff that was present for the Enterprise Funds.

The following was discussed: FY2022 Water/Sewer, Storm Water and Solid Waste Funds ***(a copy of the PowerPoint is available upon request in the City Clerk's Office and/or online under the agendas and minutes section for this meeting; a copy of the audio of the meeting is available in the City Clerk's Office upon request)***

*Detail Budget Worksheet Example
*Enterprise Funds (Water/Sewer, Stormwater & Solid Waste Proposed FY2022

- ✓ Proposed rate change of 5.5% on water and sewer rates effective October 1, 2021 (3rd Year of 5 Year Plan)
- ✓ No rate change proposed on water and sewer repair and replacement fees.
- ✓ No rate change proposed on Stormwater Assessments.
- ✓ No rate change proposed on Solid Waste

*Water/Sewer Operating Fund - Revenue and Expense graph
*Water/Sewer Operating Fund - Revenue and Expense FY2022 Proposed Summary
*FY2022 Proposed Water and Sewer Budget - Description - FY2021 Original Budget and FY2022 Proposed Budget

*Water/Sewer Fund Balance

- ✓ The Government Finance Officers (GFOA) recommends at least 45 t0 90 days of unrestricted fund balance as a reserve
- ✓ City policy requires minimum of 20% unrestricted reserve or $1,078,554 for FY2022

Attachment: Minutes - July 13, 2021 - Budget Workshop (3385 : Minutes)

*FY2022 Proposed Water Impact Fee Fund Budget - Description - FY2021 Original Budget and FY2022 Proposed Budget
*FY2022 Proposed Sewer Impact Fee Fund Budget - Description - FY2021 Original Budget and FY2022 Proposed Budget
*FY2022 Proposed Water and Sewer R&R Fund Budget - Description - FY2021 Original Budget and FY2022 Proposed Budget
*Water and Sewer R&R Fund Projects in Amended FY2021 Budget
*Storm Water Fund - Line Item (460)
*Storm Water Fun - Line Item (460) - Storm Water Fund Revenue graph and Storm Water Fund Expenses graph
*Storm Water Capital Fund - Line Item (461) - Storm Water Capital Fund Revenue and Capital Fund Expenses

*Storm Water Fund Project Status - Line Item (461)
FY2021 Projects

- ✓ Flomich Street Park - Drainage Pipe - $340,045
- ✓ Mirage Pond - $660,000

FY2022 Proposed Projects

- ✓ Tuscaloose Pipe Replacement - $75,000
- ✓ Storm water Pipe Lining - $125,000
- ✓ Engineering for Riverside Duckbill - $75,000

*Solid Waste Fund - Line Item (495) graph
*Solid Waste Fund - Line Item (495) - Solid Waste Fund Revenue and Expense

*Solid Waste Fund - Line Item (495) - Solid Waste Fund Balance graph

- ✓ The City's Fund Balance Reserve policy requires a minimum of 20% reserve
- ✓ Minimum amount based on proposed FY2022 operating budget would be $545,003

FY2022 Budget Calendar

- July 13, 2021 - Enterprise Funds Workshop at 5:00 PM
- July 27, 2021 - General and Special Revenue Funds at 5:00 PM
- July 27, 2021 - Establish Maximum Millage Rate for FY2022 at 6:00 PM Commission meeting
- September 13, 2021 - Adopt Tentative Millage Rate and Budget at 6:00 PM Commission meeting (NOTE: MEETING ON MONDAY NIGHT)
- September 28, 2021 - Conduct Public Hearing to Adopt Final Millage and Budget at 6:00 PM Commission meeting

3. ADJOURNMENT

Attachment: Minutes - July 13, 2021 - Budget Workshop (3385 : Minutes)

The workshop adjourned at approximately 6:00 PM.

Attachment: Minutes - July 13, 2021 - Budget Workshop (3385 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 27, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the First One (1) Year Extension of the Continuing Architectural Services Agreement Between the City of Holly Hill and Hall & Ogle Architects and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-43**
APPLICANT:
PLANNER:

DISCUSSION:

On August 14, 2018, the City Commission approved a continuing services agreement with Hall & Ogle Architects under RFQ-ARC-01. The terms of this contract are for three (3) years with two (2) optional one (1) year extensions as approved by the City Commission. Without extensions, this contract is scheduled to expire on August 14, 2021.

It is recommended to keep an architectural continuing services contract active in the event that design services for City facilities are required. As such, staff recommends that the first of the two (2) one (1) year extensions be granted to Hall & Ogle Architects.

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

FISCAL ANALYSIS:

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

STAFF RECOMMENDATION:

Approve the first of the two (2) one (1) year extensions for architectural services with Hall & Ogle Architects and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

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

MOTION:

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

ATTACHMENTS:

- Exhibit A (PDF)

Resolution No. 2021-43

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

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

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

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

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

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

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

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

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

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

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

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

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

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

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

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

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

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

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

Attachment: Exhibit A (2021-R-43 : Architectural Services Agreement Extension)

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

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

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

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

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

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

WITNESSES:

_____

WITNESSES:

David Oslo, V.P.

Attachments: A. Firm Rates

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 8-20-2018

FIRMS

By: John E. Hall

John E. Hall, Principal / President

Dated: 25. JULY. 2018

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

Attachment: Exhibit A (2021-R-43 : Architectural Services Agreement Extension)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 27, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order #7 for RJ Landscape Contractors for $27,090.00, and Authorizing the City Manager to Execute Any Contract Documents; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-44**
APPLICANT:
PLANNER:

DISCUSSION:

On October 24, 2017, the Community Redevelopment Agency awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of $839,700.00 for US1 Medians. The City Commission and the City Manager previously approved Change Orders 1 thru 6 in a cumulative increase of $446,925.00 to bring the total contract to $1,286,625.00.

City Staff desires to utilize the existing contract unit pricing to authorize landscaping and irrigation revamping at SICA Hall. The landscaping purpose is to enhance and improve the look of the building along with reestablishment of an irrigation system. Change Order #7 is for $27,090.00 which will bring the total contract to $1,313,715 for RJ Landscaping Contractors, Inc.

Scope of Work:

Demo site to include repair of wall around building, remove all "slate" rock and haul away. Remove all rock from circle area, relocate large coquina rock along street to circle area, remove railroad ties and add fill dirt to north side to fix erosion. Create planter bed on west side of building, spray west sod area along road with round up and prep to receive new sod. Remove all existing plant materials from site and haul away.

Install approximately 15 cu. yds. Brown River Rock to all areas adjacent to building.
Install ground cloth with soil staples to separate from soil.
$4,500.00

Limb-up all trees to 15' in circle area and remove all tree limbs hanging over onto the building. (Dave's Tree Service)
$1,200.00

Install approximately 8,500 sq. ft. of Floratam Sod to west end and circle area.

8,500 @ $.55 per sq. ft.
$4,675.00

Install approximately 3,600 sq. ft. of Bahia Sod to north end for erosion.
3,600 @ $.40 per sq. ft.
$1,440.00

Install plantings to west front of building. Install parking lot buffer hedge to 200' length of west end (center of grass area). Install all new plants in circle area with new mulch path connecting to all bench areas. Approximately 350 plants and bark to all planting areas. I will revise this number to include only the plants that are installed.
$6,000.00

Restore and Reestablish of the Irrigation System at SICA Hall (completed)
$4,775.00

FISCAL ANALYSIS:

Funding for these changes will be from accounts 301-8110-580-6200 for the landscaping portion of the project at an amount of $22,315.00 and account 001-4172-572-4663 at an amount of $4,775.00.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #7 in the amount of $27,090.00.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE CHANGE ORDER #7 IN THE AMOUNT OF $27,090.00 TO RJ

LANDSCAPE CONTRACTORS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR THE SAME.

ATTACHMENTS:

- City of Holly Hill - SICA Hall Change Order No. 7 RJ Landscaping (PDF)
- 2021-R-28 RJ Extension of Contract through 12-31-21 (PDF)

Resolution No. 2021-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER #7 FOR RJ LANDSCAPE CONTRACTORS FOR $27,090.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACT DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER #7 FOR RJ LANDSCAPE CONTRACTORS FOR $27,090.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACT DOCUMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize the existing contract unit pricing with RJ Landscape Contractors for landscaping and irrigation revamping at SICA Hall; and

WHEREAS, the purpose is to enhance and improve the look of the building along with reestablishment of an irrigation system; and

WHEREAS, the requested amount for this authorization is $27,090.00; and

WHEREAS, funding for this authorization will be from accounts 301-8110-580-6200 and 001-4172-572-4663.

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 approve Change Order #7 in the amount of $27,090.00

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
City of Holly Hill	386-248-9463		July 9, 2021
STREET		JOB NAME	
453 LPGA Boulevard		SICA Hall – Change Order No. 7	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117			
ARCHITECT	DATE OF PLANS	Attn:	JOB PHONE
		Steve Juengst & Antoine Khoury	

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Twenty Seven Thousand Ninety_____dollars ($27,090.00).
Payment to be made as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature_____

Note: This proposal may be withdrawn by us if not accepted within

_____30_____ days.

We hereby submit specifications and estimates for:

Demo site to include repair of wall around building, remove all "slate" rock and haul away. Remove all rock from circle area, relocate large coquina rock along street to circle area, remove RR ties and add fill dirt to north side to fix erosion. Create planter bed on west side of building. Spray west sod area along road with round up and prep to receive new sod. Remove all existing plant materials from site and haul away.		$ 4,500.00
Install approximately 15 cu. yds. Brown River Rock to all areas adjacent to building. Install ground cloth with soil staples to separate from soil.		$ 4,500.00
Limb-up all trees to 15' in circle area and remove all tree limbs hanging over onto the building. (Dave's Tree Service)		$ 1,200.00
Install approximately 8,500 sq. ft. of Floratam Sod to west end and circle area. 8,500 @ $.55		$ 4,675.00
Install approximately 3,600 sq. ft. of Bahia Sod to north end for erosion. 3,600 @ $.40		$ 1,440.00
Install plantings to west front of building. Install parking lot buffer hedge to 200' length of west end (center of grass area). Install all new plants in circle area with new mulch path connecting to all bench areas. Approximately 350 plants and bark to all planting areas. I will revise this number to include only the plants that are installed.		$ 6,000.00
Modify and repair irrigation system to include replacing of all heads, relocate heads to provide proper coverage to all areas to be landscaped, add new zones to cover area that had no coverage. Install new valve boxes, install new Hunter "NODE" battery operated controllers, install new manual "gate valve" to replace broken existing shut off.		
33 Hunter PGP rotors	@ $20.00	$ 660.00
6 Hunter PRS-30 spray heads	@$15.00	$ 90.00
6 Reclaim valve boxes (purple)	@$30.00	$ 180.00
2 Hunter 1" electric valves	@$30.00	$ 60.00
2 Hunter NODE 2-station battery controllers	@$240.00	$ 480.00
2 Hunter NODE Single station batterycontrollers	@$190.00	$ 380.00
800 L.F. pvc with fittings	@$1.00	$ 800.00
1 2" gate valve	@$45.00	$ 45.00
16 Labor: 4 man crew	@$130.00	$ 2,080.00
	Change Order Total:	**$27,090.00**

Acceptance of Proposal **— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance_____

Signature_____

Signature_____

Attachment: City of Holly Hill - SICA Hall Change Order No. 7 RJ Landscaping (2021-R-44 : RJ Landscape Contractors Change Order #7 Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: May 11, 2021
FROM: Antoine Khoury
SUBJECT: **A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding a Contract Extension with RJ Landscape Contractors for the US1 Median Maintenance through December 31, 2021 in the Amount of $45.996.00, and Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2021-R-28
APPLICANT:
PLANNER:

DISCUSSION:

On July 10, 2018 the Community Redevelopment Agency awarded an extension of the maintenance contract for the US1 Median Landscape by RJ Landscape Contractors, Inc., from 1 to 3 years, until June 30, 2021.

RJ Landscape Contractors, Inc., offered to extend their services through December 31, 2021 at no additional cost in an effort to avoid interruption of service during the growing season. As this contract is nearing its end the CRA would like to use the existing contract unit pricing to extend the contract an additional six (6) months making the new contract end December 31, 2021.

FISCAL ANALYSIS:

Funding for this extension in the amount of $45,996.00 is budgeted in CRA account number 130-5510-552-3420.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract extension agreement with RJ Landscape Contractors, Inc., through December 31, 2021 in the amount of $45.996.00. Contract funding for fiscal year 2022 is contingent upon approval of the 2022 fiscal year budget.

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.

Attachment: 2021-R-28 RJ Extension of Contract through 12-31-21 (2021-R-44 : RJ Landscape Contractors Change Order #7 Approval)

MOTION:

APPROVE AWARDING THE CONTRACT EXTENSION TO RJ LANDSCAPE CONTRACTORS, INC., FOR THE US1 MEDIAN LANDSCAPE MAINTENANCE IN THE AMOUNT OF $45,996.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR THE SAME.

ATTACHMENTS:

- APPROVED - Resolution 2018-R-41 - CRA mtg - Bold Landscaping Contract - RJ Landscaping - Change Order No. 4 (DOC)
- Fully Executed - RJ Landscape Contractors, Inc. - Standard Ground Maintenance Contract - July 2018 (PDF)
- RJ Landscape Contractors Ltr Holding Price (PDF)

Attachment: 2021-R-28 RJ Extension of Contract through 12-31-21 (2021-R-44 : RJ Landscape Contractors Change Order #7 Approval)

CRA Resolution No. 2021-28

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT EXTENSION WITH RJ LANDSCAPE CONTRACTORS FOR THE US1 MEDIAN MAINTENANCE THROUGH DECEMBER 31, 2021 IN THE AMOUNT OF $45.996.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT EXTENSION WITH RJ LANDSCAPE CONTRACTORS FOR THE US1 MEDIAN MAINTENANCE THROUGH DECEMBER 31, 2021 IN THE AMOUNT OF $45.996.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City approved a contract extension for the maintenance of the medians by the RJ Landscape Contractors, Inc., until June 30, 2021; and

WHEREAS, CRA desires to extend the maintenance contract an additional six (6) months; and

WHEREAS, there is budget available in 130-5510-552-3420 for fiscal year 2021; and

WHEREAS, the budget is anticipated to be available in 130-5510-552-3420 for fiscal year 2022; and

WHEREAS, the requested amount for this authorization is $45,996.00.

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

SECTION 1. That the Community Redevelopment Agency (CRA) of the City of Holly Hill approve the contract extension with RJ Landscape Contractors, Inc.

SECTION 2. That the fiscal year 2022 portion of this Resolution shall be contingent upon the approval of the budget appropriation for fiscal year 2022.

Attachment: 2021-R-28 RJ Extension of Contract through 12-31-21 (2021-R-44 : RJ Landscape Contractors Change Order #7 Approval)

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

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

APPROVED AND AUTHENTICATED on this 11th day of MAY, 2021.

Attachment: 2021-R-28 RJ Extension of Contract through 12-31-21 (2021-R-44 : RJ Landscape Contractors Change Order #7 Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 27, 2021**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Approving the Agreement and Authorizing the City Manager to Execute a Renewal Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc.; Establishing Terms and Conditions of the Agreement; and Providing an Effective Date.**
NUMBER: **2021-R-45**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Historic Preservation Society, Inc., wishes to renew their lease agreement with the City for another three (3) year term.

The are no material changes to the lease presented for your consideration: The current lease expires September 30, 2021.

FISCAL ANALYSIS:

The lease payment is $1.00 per year.

STAFF RECOMMENDATION:

Approve the Agreement and Authorize the City Manager to execute the renewal lease agreement with the Holly Hill Historic Preservation Society, Inc., with term expiring September 30, 2024.

COMMISSION GOAL:

N/A

MOTION:

APPROVING THE LEASE AGREEMENT AND AUTHORIZING THE CITY

MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.

ATTACHMENTS:

- Holly Hill Historic Preservation Society - LEASE AGREEMENT - October 1, 2021 (PDF)

Resolution No. 2021-45

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has been leasing the city annex building for several years for $1.00 per year; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has proven to provide a service of maintaining historic artifacts with their custody; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has requested the City renew this lease agreement for a period of three (3) years.

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

SECTION 1. That the City Manager is hereby authorized to sign the lease agreement attached hereto.

SECTION 2. That the term of this agreement shall commence on October 1, 2015 and end on September 30, 2024.

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

SECTION 4. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered this **27th** day **July 2021**, between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc. (HISTORIC SOCIETY) upon the terms and conditions set forth:

(a) Effective Date of Lease: October 1, 2021

(b) LANDLORD/LESSOR: City of Holly Hill, ("City")

(c) TENANT/LESSEE: Holly Hill Historic Preservation Society, Inc. ("HISTORIC SOCIETY ")

(d) Term of Lease: The City does hereby lease and demise unto HISTORIC SOCIETY said premises too have and to hold the same for the period of Three (3) YEARS which shall commence and terminate as follows:

(e) **LEASE COMMENCEMENT DATE: EXPIRATION DATE:**

October 1, 2021
September 30, 2024

(f) Premises: The City does hereby lease and demise unto HISTORIC SOCIETY the premises known as the City Hall Annex, 1066 Ridgewood Avenue, Holly Hill, Florida, Suite 300, consisting of approximately 1658 square feet. The property is further described in Exhibit "A" attached hereto and by reference made a part hereof. (The "Premises").

(g) Purpose: Premises will be used exclusively for a HISTORIC SOCIETY and Museum, and for the advancement of the cultural and historic interest of the City of Holly Hill, Florida, and for all uses and purposes of a museum. Lessee shall not assign this lease, or any interest in this lease, or sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the premises or any part of them, without first obtaining Lessor's written consent. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

(h) Rental: Rent shall be one dollar ($1) per year.

Attachment: Holly Hill Historic Preservation Society - LEASE AGREEMENT - October 1, 2021 (2021-R-45 : Lease Agreement with the Holly Hill

Attachment: Holly Hill Historic Preservation Society - LEASE AGREEMENT - October 1, 2021 (2021-R-45 : Lease Agreement with the Holly Hill

(i) Additional Rent:

a. Taxes: It is acknowledged that the above reference amounts do not include State and Local Sales Taxes. HISTORIC SOCIETY shall provide City with a Sales Tax Exemption Certificate as the parties anticipate that the HISTORIC SOCIETY is exempt from sales tax. If for some reason the HISTORIC SOCIETY is not exempt from sales tax, HISTORIC SOCIETY shall be responsible to pay all applicable sales tax in addition to the rent amount. Property Taxes are exempt for the City as long as the HISTORIC SOCIETY is a 501C, not for profit organization. HISTORIC SOCIETY shall provide City with a copy of the 501C document.

b. Utilities: The utility charges, including electricity, water, and sewer will be paid by the City during the Lease.

c. Common Area Maintenance Expense: City shall be responsible for maintenance and repairs of the common areas, utility charges incurred in the common areas, and landscape services incidental to the HISTORIC SOCIETY'S use of the Premises. The common area maintenance areas are shown in Exhibit "A".

d. All Payments shall be due payable on the 1st day of each month. Any taxes and assessments shall be due and payable on the 1st day of the month following written notification from the City of the amount due.

(j) Insurance: City shall keep in full force and effect an insurance policy for fire, windstorm and other calamity insuring the premises. HISTORIC SOCIETY shall carry at its own expense Comprehensive General Liability and Property Damage Insurance with combined single limits of not less than $1,000,000.00 with insurance companies authorized to do business in this state and with City named as additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days' prior written notice to City. HISTORIC SOCIETY shall deliver said policies or certificates thereof to City upon execution of this Lease and thereafter renewal policies or certificates shall be delivered not less than 15 (15) days prior to the expiration of the polices of insurance. The failure of HISTORIC SOCIETY either to effect said insurance in the names herein called for or to pay the premiums therefore or to deliver said policies or certificates to City shall permit City to procure the insurance and pay the requisite premium therefore, which premiums shall be paid to City with the next installment of rent.

(k) Repair/Maintenance:

1) HISTORIC SOCIETY accepts the premises in their present condition. HISTORIC SOCIETY shall maintain the interior of the premises including all plumbing, electrical and lighting replacement to include bulbs and ballasts in good order and

repair as the same are in at the commencement of this Lease, ordinary wear and use and damage by fire or unavoidable casualty expected. HISTORIC SOCIETY shall not cause or permit any waste or injury to the premises and shall keep the premises free from any and all objectionable noises, odor, rubbish, and debris inconsistent with the prope1iy operation of the HISTORIC SOCIETY's business therein. HISTORIC SOCIETY shall be responsible for all damages cause by HISTORIC SOCIETY and all occupants and guests of the HISTORIC SOCIETY.

2) HISTORIC SOCIETY shall not make any alteration of the premises without the written consent of City and if such consent be granted, any alteration shall be in accordance with all applicable laws, rules, and regulations.

3) All partitions or other permanent installations and improvements to the premises made by the HISTORIC SOCIETY shall become a part of the realty and title thereto shall be vested in City. HISTORIC SOCIETY shall not make any such improvements without prior written consent of City.

4) City shall be responsible to provide operational heating and air conditioning to the leased premises.

5) In the event the Premises sustains damage, the decision to repair the Premises and the extent of said repair, shall be determined at the sole discretion of the City. In the event the City elects not to repair, the City has the right to terminate this lease upon providing the HISTORIC SOCIETY with 60 days advance notice. The City shall have the right to retain all insurance proceeds paid or payable for the damage and has no obligation to expend the insurance proceeds to repair the Premises, even if the insurance proceeds are paid by insurance provided by the HISTORIC SOCIETY. The City shall attempt to relocate the HISTORIC SOCIETY to another City facility, but said relocation shall be at the City's sole discretion.

(l) Defaults of HISTORIC SOCIETY and Remedies of City: In case of the failure on the part of HISTORIC SOCIETY to pay the rent and all other charges herein provided within five (5) business days subsequent to the time when the same shall become due and payable, no demand being required for same, or in case HISTORIC SOCIETY shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon HISTORIC SOCIETY by this Lease and fail to remedy and/or remove the breach within five (5) days of receipt of notice thereof from City or in the event HISTORIC SOCIETY filed or there is filed against HISTORIC SOCIETY a petition under the Bankruptcy Act, then and in any of the above cases it shall be lawful for City at any time thereafter at his option, to enter into and upon the premises or any part thereof and repossess the same and expel HISTORIC SOCIETY and to exercise each and every right and remedy provided to City under the provision of Chapter 83, Part 1, as amended from time to time to:

Attachment: Holly Hill Historic Preservation Society - LEASE AGREEMENT - October 1, 2021 (2021-R-45 : Lease Agreement with the Holly Hill

a. Terminate this Lease, resume possession of the property for his account and recover immediately from the HISTORIC SOCIETY the remainder of the rent provided for in this Lease for the remainder of the lease term, reduced to present w01ih, together with any other damages as occasioned by or resulting from the abandonment or a breach of default in payment of rent; or

b. Resume possession and re-lease or rent the leased premises for the remainder of the lease term for the account of the HISTORIC SOCIETY and recover from HISTORIC SOCIETY at the end of the lease term or at any time each payment of rent comes due under this lease, the difference between the rent provided for in this lease and the rent received on the re- leasing or re-renting, together with all costs and expenses of the City in connection with the re-leasing or re-renting and collection of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing or re-renting; if this option is exercised, the City shall in addition be entitled to recover from HISTORIC SOCIETY immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in payment of rent.

c. The remedies provided for above shall not be exclusive and in addition thereto City may pursue such other remedies as are provided by law in the event of any breach, default or abandonment by HISTORIC SOCIETY. In all events and notwithstanding which options may be exercised or remedy pursued, HISTORIC SOCIETY agrees to pay and the City shall be entitled to recover all costs and expenses incurred by City, including a reasonable attorneys' fees, in connection with collection of rental or damages or enforcing other rights of the City in the event of any breach, default or abandonment by HISTORIC SOCIETY. HISTORIC SOCIETY hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future laws in the event HISTORIC SOCIETY shall be evicted or disposed for any cause or in the event City shall obtain possession of the premises by virtue of the provisions of this Lease or otherwise.

(m) Relocation of HISTORIC SOCIETY: City reserves the right to relocate the HISTORIC SOCIETY to a City facility upon providing the HISTORIC SOCIETY with 60 days' notice. The terms and conditions of this lease shall remain in full force and effect at the new location.

(n) Termination: City and HISTORIC SOCIETY shall each have the right to terminate this Lease with or without cause, upon providing 60 days' notice to the other.

(o) Attorney Fees: The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs incurred.

Attachment: Holly Hill Historic Preservation Society - LEASE AGREEMENT - October 1, 2021 (2021-R-45 : Lease Agreement with the Holly Hill

(p) Assignment: This Lease is not assignable without prior written consent of the City, which may be withheld for any reason or no reason. It is the intent of the City that this Lease is not assignable except in very limited circumstances in which the assignee will be operating a non-profit organization for the cultural and historic interests of the City of Holly Hill**.**

City of Holly Hill, FL

By:_____

Title: Joseph A. Forte, City Manager

Date: _____

Holly Hill Historic Preservation Society

By: _____

Title: Gil Adams, President

Date: _____

Attachment: Holly Hill Historic Preservation Society - LEASE AGREEMENT - October 1, 2021 (2021-R-45 : Lease Agreement with the Holly Hill

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 27, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a One (1) Year Contract Extension and $30,000.00 Annual Purchase Amount to Increase the Purchase Order for the Purchase of High Calcium Quicklime for the Water Treatment Plant for the Remainder of FY20-21; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-46**
APPLICANT:
PLANNER:

DISCUSSION:

City staff is requesting authorization to increase the purchase order limit for high calcium quicklime with Carmeuse Lime & Stone Inc., for the Water Treatment Plant for the remainder of FY20-21. The total purchases have exceeded the purchase order amount and will need to be increased to keep the plant supplied with this chemical. City Commission approval is being requested to execute a change order to the purchase order in the amount of $30,000.00. Currently, this year expenditure is about $87,767.53.

Furthermore, this item is requesting the adoption of FY-20-21 Carmuse Lime & Stone Inc., contract extension with the city of Palm Coast expiring on October 6, 2021.

The expenditures related to the purchase of chemicals are fully budgeted in the utilities operating supplies account budget covering the water division. The actual amount of expenditures for high calcium quicklime will vary with use throughout the year as required by the treatment process.

FISCAL ANALYSIS:

Funds are available in account 400-3010-533-52-01.

STAFF RECOMMENDATION:

Approve a change order to increase annual amount for the purchase of high calcium quicklime for the Water Treatment Plant for the remainder FY20-21 to supply the water treatment chemicals required to keep the plant operational and authorize the City Manager to execute necessary purchase order change order.

Approve adoption of FY-20-21 Carmuse Lime & Stone Inc., contract extension with the city of Palm Coast expiring on October 6, 2021.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE $30,000.00 CHANGE ORDER TO INCREASE THE PURCHASE ORDER FOR THE PURCHASE OF HIGH CALCIUM QUICKLIME FOR THE WATER TREATMENT PLANT FOR THE REMAINDER OF FY20-21 AND ADOPT THE CONTRACT EXTENSION OF THE CONTRACT WITH THE CITY OF PALM COAST.

ATTACHMENTS:

- 10-6-2021 CARMEUSE LIME & STONE (PDF)

Resolution No. 2021-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE (1) YEAR CONTRACT EXTENSION AND $30,000.00 ANNUAL PURCHASE AMOUNT TO INCREASE THE PURCHASE ORDER FOR THE PURCHASE OF HIGH CALCIUM QUICKLIME FOR THE WATER TREATMENT PLANT FOR THE REMAINDER OF FY20-21; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST ONE (1) YEAR EXTENSION PRICE AGREEMENTS FOR THE PURCHASE OF HIGH CALCIUM QUICK LIME FOR FISCAL YEAR 2020-2021 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has secured pricing agreements by piggybacking on the City of Palm Coast Contract TB-UT-20-64 Master Agreement permitted under the City's purchasing guidelines; and

WHEREAS, the contract with Carmeuse Lime to provide High Calcium Quick Lime chemicals was approved by the City Commission on November 12, 2019 with a term of one (1) year with two (2) one-year extension options; and

WHEREAS, the City of Holly Hill is in need of High Calcium Quick Lime chemicals for water treatment; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, By Policy 2.24, Section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures". Negotiated contracts with a cost in excess of $25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission approves the price agreements and contract extension for the purchase of Fiscal Year 2020-21 supply of High Calcium Quick Lime water treatment chemicals for the Public Works Department.

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

SECTION 1. The City Commission does hereby approve the first one (1) year extension of the High Calcium Quick Lime chemicals price agreement between the City of Holly Hill and Caremuse Lime of the Fiscal Year 2020-2021 supply of water treatment chemicals for the Public Works Department in an amount of $104,800 and authorizes City Manager to execute any necessary price agreements.

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 27th day of JULY, 2021.

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Carmeuse Lime, Inc dba Carmeuse Lime & Stone

Project Name: HIGH CALCIUM BULK QUICKLIME

Bid/Reference # TB-UT-20-64

Contract Type: Master Price Agreement

Contract Value $ appx 600K

Resolution # 2020-142 **City Council Approval Date:** 10/6/2020

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 1 year

Renewable (Y/N): yes

If Yes, # and length of renewals: 2 at one year each

City's Project Manager Don Holcomb

Brief Description/Purpose:

Price agreement for fixed price per ton (delivered) for the purchase of 90% available Calcium Oxide to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations.

Approvals:

Responsible Dept. Director DocuSigned by: Stephen Flanagan 05CF7E6948D1499... **Date:** Oct 7, 2020 | 10:43 A DT

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Oct 7, 2020 | 10:02 A DT

City Attorney DocuSigned by: William E. Reischmann, Jr. 4C1B97CCC19C46D... **Date:** Oct 7, 2020 | 10:04 A DT

City Manager DocuSigned by: 28DF7AEB7692454... **Date:** Oct 7, 2020 | 1:13 PM T

Vendor Name and Email Address: Nicholas Bonarrigo nick.bonarrigo@carmeuse.com

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this 7th day of October, 2020 ("Effective Date"), between CARMEUSE LIME, INC. DBA CARMEUSE LIME & STONE whose primary place of business is 11 Stanwix Street 21st Floor, Pitttsburgh, Pennsylvania 15222 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has requested and received bids/quotes for the goods and related services;

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agremeent conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement.The original invoice shall be emailed to ap@palmcoastgov.com.

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Soveign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any lliabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requiremenst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

12. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

13. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

14. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and 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:

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
Nicholas Bonarrigo-Deputy General Counsel
Carmeuse Lime & Stone
11 Stanwix St. 21st Fl
Pittsburgh, PA 15222

15. PUBLIC RECORDS LAW. The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY 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 Chapter 119, F.S. or as otherwise provided by law; and
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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, VSMITH@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

16. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

17. UCC. In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

18. WARRANTY. SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

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

CITY OF PALM COAST

DocuSigned by:

By: _____
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Oct 7, 2020 | 1:13 PM PDT

CARMEUSE LIME, INC. DBA CARMEUSE LIME & STONE

DocuSigned by:

By: _____
153EBE47EDB4470...
Authorized Corporate Officer

Print: Nicholas Bonarrigo

Title: Deputy General Counsel & Asst Secretary

Date: Oct 7, 2020 | 6:57 PM CEST

Exhibits:
A: Product/Price List
B: Insurance Requirements

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

Exhibit A
PRODUCT/PRICE LIST

90% available Calcium Oxide as more specifically described in the Invitation to Bid entitled High Calcium Bulk Quicklime, # ITB-UT-19-88 which is incorporated herein as if fully attached hereto.

PRICE SCHEDULE

GENERAL BIDDER INFORMATION

Carmeuse Lime & Stone
Company Name of Bidder

11 Stanwix Street, 21st Floor
Mailing Address

Pittsburgh, PA 15222
City, State, ZIP

866-780-0974
Phone Number

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount hereinafter set forth. Prices shall include all applicable taxes.

SIGNATURE BLOCK

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 1st day of September 2021

Carmeuse Lime & Stone
Company Name

Signature

Deputy General Counsel
Name & Title, Typed or Printed

PRICE SCHEDULE

Price in US Dollars: $ 290.58
Price written out: two-hundred and ninety dollars and fifty-eight cents

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2019

1/1/2021

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1356795 Carmeuse Lime, Inc. and all subsidiaries 11 Stanwix Street, 21st Floor Pittsburgh PA 15222	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State National Insurance Company, Inc. — 1283 **INSURER B :** National Union Fire Ins Co Pitts. PA — 1944 **INSURER C :** New Hampshire Insurance Company — 2384 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES CARMU **CERTIFICATE NUMBER:** 12043274 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	RDN-10377-CGX	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B B	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	CA 7269760 (AOS) CA 7269761 (VA)	1/1/2020 1/1/2020	1/1/2021 1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	N	N	RDN-10378-UMX	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 021569755 (AOS) WC 021569756 (OH,WI, MA) WC 021569757 (IL,KY,NC,PA,VA, NJ)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

THE CITY OF PALM COAST, ITS OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

12043274
CITY OF PALM COAST
ATTN: BRIAN ROTHWELL
PURCHASING AND CONTRACT MANAGEMENT DIVISION
160 CYPRESS POINT PARKWAY
SUITE B-106
PALM COAST FL 32164

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

CITY OF PALM COAST ATTN: BRIAN ROTHWELL PURCHASING AND CONTRACT MANAGEMENT DIVISION
160 CYPRESS POINT PARKWAY SUITE B-106
PALM COAST FL 32164

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 12043274.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal *certificates ONLY. Your information will be input within 90 days.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

City of Palm Coast, Florida
Agenda Item

Agenda Date: 10/06/2020

Department	UTILITY	**Amount**	$ 776,600.00
Item Key	8818	**Account**	# 54019086 – 52030 # 54019087 – 52030

Subject RESOLUTION 2020- XX APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME & STONE FOR THE PURCHASE OF HIGH CALCIUM BULK QUICK LIME.

Presenter : Peter Roussell

Background :
The City's Utility Department / Water Quality Division utilizes High Calcium Bulk Quick Lime at Water Treatment Plant #1 and Water Treatment Plant #2 which is used in the treatment process. The City of Palm Coast bid the annual supply of High Calcium Bulk Quicklime in ITB-UT-20-64. This price agreement shall run from October 1, 2020 to September 30, 2021 for the first year and will include two additional one-year renewal options. The lowest responsive bidder was Carmeuse Lime & Stone:

Staff recommends that the City approve a master price agreement with Carmeuse Lime & Stone for High Calcium Bulk Quick Lime supply based on the City of Palm Coast bid ITB-UT-20-64. The notice of intent to award and project bid overview are attached to this agenda item.

This chemical will be purchased on an as needed basis. Funds are appropriated in the Operating Budget of the Utility Enterprise Fund. Annual spending for Fiscal Year 21 is estimated to be $776,600.00

Recommended Action :
ADOPT RESOLUTION 2020-XX APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME & STONE FOR NSF 60 HIGH CALCIUM BULK QUICK LIME

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

RESOLUTION 2020-____
CARMEUSE LIME & STONE
PURCHASE OF NSF 60 HIGH CALCIUM BULK QUICKLIME

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME & STONE, FOR NSF 60 HIGH CALCIUM BULK QUICKLIME; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carmeuse Lime & Stone has expressed a desire to provide NSF 60 high calcium bulk quicklime chemical to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced chemical from Carmeuse Lime & Stone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreement with Carmeuse Lime & Stone, for the purchase of the annual supply of NSF 60 High Calcium Bulk Quicklime, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of October 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

Virginia A. Smith, City Clerk

Attachment:
Exhibit "A" –Master Price Agreement-Carmeuse Lime & Stone

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-20-64 - HIGH CALCIUM BULK QUICKLIME

Date: 9/16/2020

Appeal Deadline: Appeals must be filed by 5:00 PM on 9/21/2020

Firm	Bid
Carmeuse Lime & Stone Pittsburgh, Pennsylvania	$290.58

The intent of the City of Palm Coast is to award ITB-UT-20-64 to Carmeuse Lime & Stone

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

ITB-UT-20-64 - HIGH CALCIUM BULK QUICKLIME

Project Overview

Project Details	
Reference ID	ITB-UT-20-64
Project Name	HIGH CALCIUM BULK QUICKLIME
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price per ton (delivered) for the purchase of 90% available Calcium Oxide to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations.
Open Date	Aug 26, 2020 8:00 AM EDT
Intent to Bid Due	Sep 10, 2020 12:00 PM EDT
Close Date	Sep 10, 2020 2:00 PM EDT

Awarded Suppliers	Reason	Score
Carmeuse Lime & Stone	Awarded	**100 pts**

Seal status

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

Requested Information	Unsealed on	Unsealed by
References	Sep 10, 2020 2:01 PM EDT	Jesse Scott
Price Schedule	Sep 10, 2020 2:01 PM EDT	Jesse Scott
Required Forms	Sep 10, 2020 2:01 PM EDT	Jesse Scott
Addenda (if issued) signed and dated	Sep 10, 2020 2:01 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Peter Roussell	Sep 14, 2020 2:52 PM EDT	No
Donald Holcomb	Sep 10, 2020 2:34 PM EDT	No
Fred Greiner	Sep 14, 2020 1:26 PM EDT	No
Jesse Scott	Sep 10, 2020 2:02 PM EDT	No

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

Scoring Summary

Active Submissions

	Total	Admin Review	Technical Review	Technical Price Review	Administrative Price Review
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**/ 100 pts**
Carmeuse Lime & Stone	100 pts	Pass	Pass	Pass	100 pts ($290.58)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

Proposal Scores

Carmeuse Lime & Stone - Scoring Summary

Evaluation Group 1 - Administrative Evaluation

	Total	Admin Review	Administrative Price Review
Reviewer	**/ 100 pts**	**Pass/Fail**	**/ 100 pts**
Jesse Scott	100 pts	Pass	$290.58
	Average:	**Pass**	**$290.58**
		↓	↓
Calculated:	**100 pts**	**Pass**	**100 pts ($290.58)**

Evaluation Group 2 - Technical Evaluation

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

	Technical Review	Technical Price Review
Reviewer	**Pass/Fail**	**Pass/Fail**
Donald Holcomb	Pass	Pass
Fred Greiner	Pass	Pass
Peter Roussell	Pass	Pass
Average:	**Pass**	**Pass**
	↓	↓
Calculated:	**Pass**	**Pass**

Generated on Sep 16, 2020 1:08 PM EDT - Casey Luedke

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

RESOLUTION 2020-142
CARMEUSE LIME & STONE
PURCHASE OF NSF 60 HIGH CALCIUM BULK QUICKLIME

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME & STONE, FOR NSF 60 HIGH CALCIUM BULK QUICKLIME; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carmeuse Lime & Stone has expressed a desire to provide NSF 60 high calcium bulk quicklime chemical to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced chemical from Carmeuse Lime & Stone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreement with Carmeuse Lime & Stone, for the purchase of the annual supply of NSF 60 High Calcium Bulk Quicklime, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of October 2020.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

Virginia A. Smith, City Clerk

Attachment:
Exhibit "A" –Master Price Agreement-Carmeuse Lime & Stone

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

NOTICE OF INTENT TO AWARD

Project: ITB-UT-20-64 - HIGH CALCIUM BULK QUICKLIME

Date: 9/16/2020

Appeal Deadline: Appeals must be filed by 5:00 PM on 9/21/2020

Firm	Bid
Carmeuse Lime & Stone Pittsburgh, Pennsylvania	$290.58

The intent of the City of Palm Coast is to award ITB-UT-20-64 to Carmeuse Lime & Stone

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

DocuSign Envelope ID: 407AC4C5-68D6-4A75-94C8-E19BC1054C88

ITB-UT-20-64 - HIGH CALCIUM BULK QUICKLIME

Project Overview

Project Details	
Reference ID	ITB-UT-20-64
Project Name	HIGH CALCIUM BULK QUICKLIME
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price per ton (delivered) for the purchase of 90% available Calcium Oxide to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations.
Open Date	Aug 26, 2020 8:00 AM EDT
Intent to Bid Due	Sep 10, 2020 12:00 PM EDT
Close Date	Sep 10, 2020 2:00 PM EDT

Awarded Suppliers	Reason	Score
Carmeuse Lime & Stone	Awarded	**100 pts**

Seal status

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

Requested Information	Unsealed on	Unsealed by
References	Sep 10, 2020 2:01 PM EDT	Jesse Scott
Price Schedule	Sep 10, 2020 2:01 PM EDT	Jesse Scott
Required Forms	Sep 10, 2020 2:01 PM EDT	Jesse Scott
Addenda (if issued) signed and dated	Sep 10, 2020 2:01 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Peter Roussell	Sep 14, 2020 2:52 PM EDT	No
Donald Holcomb	Sep 10, 2020 2:34 PM EDT	No
Fred Greiner	Sep 14, 2020 1:26 PM EDT	No
Jesse Scott	Sep 10, 2020 2:02 PM EDT	No

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime & Calcium Purchase for WTP)

Scoring Summary

Active Submissions

	Total	Admin Review	Technical Review	Technical Price Review	Administrative Price Review
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**/ 100 pts**
Carmeuse Lime & Stone	100 pts	Pass	Pass	Pass	100 pts ($290.58)

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime

Proposal Scores

Carmeuse Lime & Stone - Scoring Summary

Evaluation Group 1 - Administrative Evaluation

	Total	Admin Review	Administrative Price Review
Reviewer	**/ 100 pts**	**Pass/Fail**	**/ 100 pts**
Jesse Scott	100 pts	Pass	$290.58
	Average:	**Pass**	**$290.58**
		↓	↓
Calculated:	**100 pts**	**Pass**	**100 pts ($290.58)**

Evaluation Group 2 - Technical Evaluation

Attachment: 10-6-2021 CARMEUSE LIME & STONE (2021-R-46 : Contract Extension and Increase of Lime

	Technical Review	Technical Price Review
Reviewer	**Pass/Fail**	**Pass/Fail**
Donald Holcomb	Pass	Pass
Fred Greiner	Pass	Pass
Peter Roussell	Pass	Pass
Average:	**Pass**	**Pass**
	↓	↓
Calculated:	**Pass**	**Pass**

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 27, 2021**
FROM: **Stella Gurnee**
SUBJECT: **SunTrust Deposit Account Resolution and Authorization for Business Entities**
NUMBER: **(ID # 3389)**
APPLICANT:
PLANNER:

DISCUSSION:

The City's primary banking services provider requires the attached Deposit Account Resolution and Authorization for Business Entities to update authorized signatories on the City's various bank accounts.

FISCAL ANALYSIS:

No fiscal impact.

STAFF RECOMMENDATION:

Recommend approval of SunTrust Deposit Account Resolution and Authorization for Business Entities with updated signatories.

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 SUNTRUST DEPOSIT ACCOUNT RESOLUTION AND AUTHORIZATION FOR BUSINESS ENTITIES.

- Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (PDF)

SUNTRUST

Deposit Account Resolution and Authorization for Business Entities ("DARA")

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

I. Business Entity Information

Name	Business Type
City of Holly Hill	PF State/Local

Governed By	Taxpayer ID Number	Date Resolution and Authorization Adopted
	596000337	07/27/2021

This DARA shall apply to ***ALL*** deposit account(s) (hereinafter "Account") currently open with the Bank or opened in the future in the name of the Business Entity. **This DARA supersedes and replaces any DARA, banking resolution, or other document for the Business Entity whose name appears in the name box above in this Section I and which addresses or deals with any of the types of banking authorities specified in Section II herein, for ALL of Business Entity's Accounts. The Authorized Signers listed in Section III will have full authority on ALL of the Business Entity's Accounts, even if they did not have such authority under previous documentation on file with the Bank.**

The person acting in the capacity of the Corporate Secretary or custodian of records of the Business Entity signing in Section VII below certifies to SunTrust Bank ("Bank") that the above named Business Entity is organized under the laws of the State of Florida and is registered in the manner prescribed by applicable law and is currently in compliance with all requirements relating to its organization and continued existence.

This DARA shall remain in full force and effect until it is rescinded, modified or replaced in writing in a form acceptable to the Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto. The Bank shall be held harmless for honoring the instructions of any individual authorized in this DARA, or refusing to honor instructions, if the Bank questions the authority of the person giving those instructions.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity.

Resolved, **First,** that Bank is designated a depository for the Business Entity; **Second**, that each individual named in Section III below is authorized individually on behalf of Business Entity to: a) give instructions to the Bank, b) access information, c) request use of and use any of the Bank's services upon execution of Bank documentation related to such services, d) perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity upon execution of Bank documentation related to such transactions, e) enter into any of Bank's agreements related to any Account or service, and f) delegate to any other individual the authorities conferred in this section in documentation acceptable to the Bank; **Third**, that each Authorized Signer named in Section III is individually authorized to endorse for deposit any check, draft, certificates of deposit, savings certificate, item or other instrument or written order for the payment of money that is payable to the order of Business Entity, and to deposit any such items; **provided, however, an Authorized Signer shall not have any of the authorities of an Additional Signatory described in Section V unless such Authorized Signer is also listed with the additional signatories on the Business Account Signature Card for the relevant Account(s)**; **Fourth**, that by execution and delivery of this DARA by the Corporate Secretary or other custodian of records (or by any Authorized Signer named in Section II below), the Business Entity is bound by the terms and conditions of the Bank's Rules and Regulations for Deposit Accounts, as now existing or as amended from time to time; and **Fifth**, all previous acts of or on behalf of the Business Entity that are authorized and contemplated by the above resolutions that may have been undertaken prior to the date of this DARA are hereby approved and ratified.

III. Authorized Signers Contemplated by Section II.

The full name, title, and signature of each person authorized by Section II are listed immediately below. If an Authorized Signer listed in Section III is an entity (e.g., a corporation, LLC, or partnership), the name of that entity must be entered in the column headed "Name", the applicable title of the entity showing the relationship to the entity named in Section I (e.g. Owner, General Partner, Member or Manager) must be entered in the column headed "Title", the name of the individual signing on behalf of that entity and individual's title or position must be entered in the column headed "Signature", and the individual must sign directly underneath his/her name and title. Where an entity is listed in Section III, the individual signing on behalf of that entity must provide a document (such as an incumbency certificate or current organizational document from that entity) reflecting the individual's current authority to sign on behalf of the entity. ALL INDIVIDUALS from the entity listed in Section III who are expected to be Authorized Signers for the entity named in Section I of this DARA must be listed in and sign Section III of this DARA.

Name	Title	Signature
Joseph Forte	City Manager	
Stella L Gurnee	Finance Director	
Chris Via	Mayor	

Employee Name: Diane Donegan Account Number: 0720021000043

Name	Title	Signature
Valerie Manning	City Clerk	
Amy Krok	Assistant Finance Director	

IV. Facsimile Signatures. ***Complete this section only if machine or facsimile stamped signatures are to be used on items*** Resolved, that Bank is authorized to honor any check, draft, item or other written order on any Account of the Business Entity whe bearing or purporting to bear the authorized machine or facsimile signature of any one of the above named Section III Authorize Signers whose signature is reproduced below, **if such Authorized Signer's name is also listed with the additional signatories o the Business Account Signature Card for such Account**. The Business Entity shall hold the Bank harmless for honoring th facsimile signature of any of such Authorized Signer whose name and facsimile signature is shown below, or for Bank's refusal t honor any facsimile signature not shown below.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer
Joseph Forte	
Stella L Gurnee	

V. Additional Signatories on Business Entity's Accounts. Resolved, that certain individual(s) may be authorized to have limite authority to do **only the following things**: access information, sign any check, draft, or other written order for the payment o funds from an Account, or initiate a funds transfer payable by Business Entity from an Account by executing Bank's Funds Transfe Authorization form. Such authorities shall be Account specific and such individual's name and signature must appear on th Business Account Signature Card for each Account on which the individual is intended to be so authorized. **The tax classificatio and certification section at the bottom of each Business Account Signature Card must be executed by one of the Authorize Signers named in Section III above**. **Refer to the Business Account Signature Card(s) of the Account(s) for signatures of th Additional Signatories.**

VI. Qualification Certification for Public Fund Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to maintain a NOW account.

Mark this section with an "X" only if Business Entity is eligible to maintain a NOW account.

☐ The individual acting in the capacity of Corporate Secretary or custodian of records of the Business Entity further certifies that th above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal o NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profi Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes unde one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) through (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527) Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The individual acting in the capacity of Corporate Secretary or custodian of records of the Business Entity wh executes Section VIII below certifies that this DARA is not in conflict with the provisions of the Business Entity's organizationa documents, which include its charter, bylaws, resolutions, operating agreements, partnership agreements, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound, and that this DARA does not violate th provisions of any of such organizational documents.

VIII. Certification. I, the individual signing in this Section VIII, acting in the capacity of the Corporate Secretary or custodian of records o the Business Entity for purposes of such signature in this Section VIII, hereby certify to the Bank that the authorization of eac individual whose name appears in Section III above is in full force and effect and has not been amended or rescinded and that th above resolutions are not inconsistent with any other resolutions or governance documents of such Business Entity.

In witness whereof, acting in my capacity as the Corporate Secretary or custodian of records of Business Entity, I have hereunto subscribed my name and affixed the seal of the Business Entity this **27** of **July** , **202**

(Affix Seal here, if available)

Authorized Signature

Joseph Forte / City Manager

Name of person acting in capacity of Secretary, Assistant Secretary or other custodian of records, as designated in the Business Entity's organizational documents

Employee Name: Diane **Donegan** Account Number: 0720021000043

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

IX. Inclusion and Certification Requirements and Instructions.

Corporations, Limited Liability Companies, Public Entities, Partnerships, Sole Proprietors, Unincorporated Organizations, Associations and other business entity types:

Each individual from the Business Entity who is expected to have the powers specified in Section II must be named in Section III if the Board of Directors or other governance body of the Business Entity intends such individual to be authorized to perform the functions specified in Section II.

Such individuals can include the President and other corporate officers such as the Treasurer, the Chief Financial Officer, and the Controller of the Business Entity, or any other individual that the entity wishes to designate.

Any of the individuals listed in Section III can execute the DARA under Section VIII if necessary, but only if the entity named in Section I has no employee who has been designated as its Corporate Secretary or custodian of records.

Note: ***This document will be returned to the Branch or other sending location if the signature block in Section VIII is not properly completed.***

Bank Use Only

Bank Number	Cost Center Number	Cost Center Name	
0175	**9206071**	**DAYTONA BEACH - MID MKT STI**	
Prepared By		Phone Number	Date
Diane Donegan		**352-264-2077**	**07/12/2021**
Verification Method			
City Commission Meeting on 07/27/2021			

Employee Name: Diane **Donegan**

Account Number: 0720021000043

- **Locations with DCOR scanning software submit with cover sheet via local scanner**
- **Locations without DCOR scanning software send to Output Review, FL-Orlando-7021**

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

SUNTRUST

Business Account Signature Card

Region Number	Account Number
038	0720021000043

Account Title

City of Holly Hill

General Fund

Organization Type	Tax ID Number
State/Local Public Funds	**596000337**

Signer(s) on the above Account Number

Name / Title	Signature
1. **Joseph Forte / City Manager**	
2. **Stella L Gurnee / Finance Director**	
3. **Chris Via / Mayor**	
4. **Valerie Manning / City Clerk**	
5. **Amy Krok / Assistant Finance Director**	
6.	

Date Opened	Date Revised	Reason
01/01/1951	**07/27/2021**	**Update Signers**
Cost Center Number	Officer Number	ID
9206071	**44844**	**Tim Hamilton** **City Commission Meeting on 07/27/2021**
Work Phone Number	Prepared By	Maintenance Type
386-248-9420	**Diane Donegan**	☐ New ☒ Replacement ☐ Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowle receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. ***(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)***

Check appropriate box for federal tax classification; check only one of the following seven boxes:

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

☐ Limited liability Company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ____

Note: Check the appropriate box in 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 disregarc 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 f the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) ____ Exemption from FATCA reporting code (if any) ☐ N/A *(Applies to accounts maintained outside the*

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. **596000337** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subje backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the dep has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- **Locations with DCOR scanning software submit with cover sheet via local scanner**
- **Locations without DCOR scanning software send to Output Review, FL-Orlando-7021**
- *FATCA= Foreign Account Tax Compliance Act

630306 4/18
SunTrust Corporate Forms

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

SUNTRUST

Business Account Signature Card

Region Number	Account Number
038	1000088547228

Account Title

City of Holly Hill

Point & Pay

Organization Type	Tax ID Number
State/Local Public Funds	**596000337**

Signer(s) on the above Account Number

Name / Title	Signature
1. **Joseph Forte / City Manager**	
2. **Stella L Gurnee / Finance Director**	
3. **Chris Via / Mayor**	
4. **Valerie Manning / City Clerk**	
5. **Amy Krok / Assistant Finance Director**	
6.	

Date Opened	Date Revised	Reason
12/15/2008	**07/27/2021**	**Update Signers-Deposit Account Resolution on File**
Cost Center Number	Officer Number	ID
9206071	**44844**	**Tim Hamilton** **City Commission Meeting on 07/27/2021**
Work Phone Number	Prepared By	Maintenance Type
386-248-9420	**Diane Donegan**	☐ New ☒ Replacement ☐ Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowle receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. ***(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)***

Check appropriate box for federal tax classification; check only one of the following seven boxes:

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

☐ Limited liability Company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____

Note: Check the appropriate box in 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 disregarc 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 f the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A *(Applies to accounts maintained outside the*

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. **596000337** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subjec backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the dep has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- **Locations with DCOR scanning software submit with cover sheet via local scanner**
- **Locations without DCOR scanning software send to Output Review, FL-Orlando-7021**
- *FATCA= Foreign Account Tax Compliance Act

630306 4/18
SunTrust Corporate Forms

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

SUNTRUST

Business Account Signature Card

Region Number	Account Number
038	0720021000116

Account Title

City of Holly Hill

Utility Deposits

Organization Type	Tax ID Number
State/Local Public Funds	**596000337**

Signer(s) on the above Account Number

Name / Title	Signature
1. **Joseph Forte / City Manager**	
2. **Stella L Gurnee / Finance Director**	
3. **Chris Via / Mayor**	
4. **Valerie Manning / City Clerk**	
5. **Amy Krok / Assistant Finance Director**	
6.	

Date Opened	Date Revised	Reason
01/03/1979	**07/27/2021**	**Update Signers-Deposit Account Resolution on File**
Cost Center Number	Officer Number	ID
9206071	**44844**	**Tim Hamilton** **City Commission Meeting on 07/27/2021**
Work Phone Number	Prepared By	Maintenance Type
386-248-9420	**Diane Donegan**	☐ New ☒ Replacement ☐ Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowle receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. ***(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)***

Check appropriate box for federal tax classification; check only one of the following seven boxes:

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

☐ Limited liability Company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ____

Note: Check the appropriate box in 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 disregarc 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 f the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) ____ Exemption from FATCA reporting code (if any) ☐ N/A *(Applies to accounts maintained outside the*

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. **596000337** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subjec backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the dep has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- **Locations with DCOR scanning software submit with cover sheet via local scanner**
- **Locations without DCOR scanning software send to Output Review, FL-Orlando-7021**
- *FATCA= Foreign Account Tax Compliance Act

630306 4/18
SunTrust Corporate Forms

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

SUNTRUST

Business Account Signature Card

Region Number	Account Number
038	1000031305229

Account Title

City of Holly Hill

Credit Card Account

Organization Type	Tax ID Number
State/Local Public Funds	596000337

Signer(s) on the above Account Number

Name / Title	Signature
1. Joseph Forte / City Manager	
2. Stella L Gurnee / Finance Director	
3. Chris Via / Mayor	
4. Valerie Manning / City Clerk	
5. Amy Krok / Assistant Finance Director	
6.	

Date Opened	Date Revised	Reason
03/02/2005	07/27/2021	Update Signers-Deposit Account Resolution on File
Cost Center Number	**Officer Number**	**ID**
9206071	44844	Tim Hamilton City Commission Meeting on 07/27/2021
Work Phone Number	**Prepared By**	**Maintenance Type**
386-248-9420	Diane Donegan	☐ New ☒ Replacement ☐ Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowle receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. ***(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)***

Check appropriate box for federal tax classification; check only one of the following seven boxes:

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

☐ Limited liability Company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ____

Note: Check the appropriate box in 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 disregarc 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 f the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) ____ Exemption from FATCA reporting code (if any) ☐ N/A *(Applies to accounts maintained outside the*

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. **596000337** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subjec backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the dep has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- **Locations with DCOR scanning software submit with cover sheet via local scanner**
- **Locations without DCOR scanning software send to Output Review, FL-Orlando-7021**
- *FATCA= Foreign Account Tax Compliance Act

630306 4/18
SunTrust Corporate Forms

Attachment: Updated Signature Cards and Corporate Resolution for City of Holly Hill 07-2021 (3389 : SunTrust Deposit Account Resolution

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 27, 2021**
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 2020-2021; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-47**
APPLICANT:
PLANNER:

DISCUSSION:

This Budget Amendment will recognize revenue from the Florida Department of Transportation (FDOT) Speed/Aggressive Driving Grant in the amount of $40,000 and appropriate to the operating budget, and recognize an insurance reimbursement in the amount of $9,332 for damages sustained to a pole on Nova Road, and appropriate to the operating budget for the repairs. In addition, this Amendment will reduce FEMA grant revenue and project budgets in the amount of $620,543 for projects declined for funding. The details for these adjustments are shown in Exhibits "A" and "B."

FISCAL ANALYSIS:

This Budget Amendment recognizes additional funding and appropriates to the General Fund budgets for the Speed/Aggressive Driving Grant and an insurance reimbursement for damages incurred to a light pole on Nova Road; and reduce revenues and budgeted expenses for projects declined by FEMA, as shown in Exhibit's "A" and "B".

STAFF RECOMMENDATION:

Staff recommends the approval of this Resolution.

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 RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021.

ATTACHMENTS:

- EXHIBIT A and B - BUDGET RESOLUTION FY2021 Grants and Ins Reimb 07 27 2021 (PDF)
- Aggressive Driving Grant - FDOT Award (PDF)

Resolution No. 2021-47

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 2020-2021; 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 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2020-R-47, adopted an operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-36, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-39, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the budget adjustment of ($571,211) 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 2020-2021 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 2020-2021 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 27th day of JULY, 2021.

Exhibit "A"

FY 2020 - 2021 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2020 - 2021	REVENUE	EXPENSE	VARIANCE
001 - GENERAL FUND	$ 49,332	$ 49,332	$ -
461 - STORMWATER CAPITAL	$ (620,543)	$ (620,543)	$ -
TOTAL ALL FUNDS	$ (571,211)	$ (571,211)	$ -

Attachment: EXHIBIT A and B - BUDGET RESOLUTION FY2021 Grants and Ins Reimb 07 27 2021 (2021-R-47 : Budget Resolution for FY2021 -

Exhibit "B"

FY 2020 - 2021 BUDGET ADMENDMENT

Projects	Grant Funding
Espanola Drainage	$ 301,850
State Avenue Drainage	$ 133,000
Tuscaloosa Drainage	$ 183,700
Espanola South Drainage	$ 1,993
Total Funding Declined:	**$ 620,543**

Attachment: EXHIBIT A and B - BUDGET RESOLUTION FY2021 Grants and Ins Reimb 07 27 2021 (2021-R-47 : Budget Resolution for FY2021 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

500-065-01
SAFETY
9/20

Project Number: SC-2021-00021	**FDOT Contract Number:** G1S35
Federal Funds Awarded: $40,000	**FDOT DUNS Number:** 80-939-7102
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2021

Part I: GENERAL ADMINISTRATIVE INFORMATION

Project Title: Speed/Aggressive Driving Enforcement Program

Federal Funding: **$40,000** Match: **$** Total Cost: **$40,000**

1. Subrecipient Agency:
   - Agency Name: City of Holly Hill
   - Address Line 1: 1065 Ridgewood Avenue
   - Address Line 2:
   - City: Holly Hill
   - State: Florida
   - Zip: 32117

2. Implementing Agency:
   - Agency Name: Holly Hill Police Department
   - Address Line 1: 1065 Ridgewood Avenue
   - Address Line 2:
   - City: Holly Hill
   - State: Florida
   - Zip: 32117

3. Federal ID Number: 59-6000337

4. DUNS Number: 132869686

5. Chief Financial Officer:
   - Name: Stella Gurnee
   - Address Line 1: 10655 Ridgewood Avenue
   - Address Line 2:
   - City: Holly Hill
   - State: Florida
   - Zip: 32117
   - Telephone No: (386) 248-9428 ext.
   - E-Mail Address: sgurnee@hollyhillfl.org

6. Project Director:
   - Name: Jeffrey Miller
   - Address Line 1: 1065 Ridgewood Avenue
   - Address Line 2:
   - City: Holly Hill
   - State: Florida
   - Zip: 32117
   - Telephone No: (386) 248-9488 ext.
   - E-Mail Address: jmiller@hollyhillfl.org

7. Financial Reimbursement Contact:
   - Name: Catherine Colwell
   - Title: Finance Personnel
   - Telephone Number: (386) 248-9430 ext.
   - E-Mail Address: ccolwell@hollyhillfl.org

8. Project Activity Contact:
   - Name: Jeffrey Miller
   - Title: Deputy Police Chief
   - Telephone Number: (386) 248-9488 ext.
   - E-Mail Address: jmiller@hollyhillfl.org

9. Payment Remittance Address:
   - Name: City of Holly Hill
   - Address Line 1: 1065 Ridgewood Avenue
   - Address Line 2:
   - City: Holly Hill
   - State: Florida
   - Zip: 32117

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem:

According to a 2019 United States Census estimated figure, the City of Holly Hill, Florida, a river-coastal community in eastern Volusia County, encompasses +/- (4) square miles with a permanent population of approximately 12,314 residents.

The city is home to perhaps the largest concentration of light industry in east Central Florida, and the daytime population is estimated at quadruple that of the permanent population. In addition, our proximity to the Daytona Beach Resort area results in significant seasonal increases in both population and traffic density associated with various special events to include, but not limited to, Speedweeks, Spring Break, and Bike Week.

The City of Holly Hill hosts (3) three major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue. These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily, primarily along Ridgewood Avenue's busy commercial corridors and (US Highway 1) and Nova Road (State Road 5A).

According to a statistic provided by the National Highway Traffic Safety Administration (NHTSA) (2019), "...there were 37,133 traffic fatalities in 2017. Among them, 9,717 (26%) were in crashes where at least one driver was speeding." In another study provided by NHTSA (2017), driving too fast for conditions or in excess of posted limit or racing led the chart as the number one factor involving fatal crashes at 8,856 fatalities or 16.9%.

Furthermore, the Florida Department of Transportation Fiscal Year (FY) 2019 Highway Safety Matrix ranked the City of Holly Hill 19 out of 118 similar cities in Florida for traffic crashes resulting from excessive speeding and/or aggressive driving during the 2012-2016 reporting period.

Because of FDOT subgrant funding, the City of Holly Hill improved in the aforementioned area jumping to 22 out of 118 similar size cities (FDOT FY 2020 Highway Safety Matrix, 2013 to 2017), and then to 54 out of 119 (FY 2021 Highway Safety Matrix, 2014-2018).

2. Proposed Solution:

In keeping with the Florida Department of Transportation Police Traffic Services Subgrant Project's programmatic objectives, the Holly Hill Police Department will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

The program will continue to be separated into (4) different phases following the quarters of the city's fiscal year.

1st Phase (October through December)
2nd Phase (January through March)
3rd Phase (April through June)
4th Phase (July through September)

The first and second phase of the operation will begin with disseminating motorist education materials using social media, print, electronic media, digital road messaging, and public service announcements. In addition,

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

law enforcement officers specifically assigned to the radar/laser traffic enforcement operations - involving both static and roving units for greatest visibility - will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness.

The third and fourth phase will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist educational and targeted enforcement in identified high incident areas citywide.

The program will be conducted once a week, up to two different days, using two officers at a time. These officers will be dedicated traffic officers assigned to the operation. Following each month, the program coordinator will collect data, including the number of traffic stops, written warnings, and citations issued, along with reported traffic crashes and incidents in the program areas.

3. Project Objectives:

a. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the previous three-year average.

b. Conduct at least 4 speed and/or aggressive driving high visibility overtime enforcement operations per month.

c. Participate in the state Southern Shield campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.

d. Conduct and or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.

e. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 3 times during the project period.

4. Evaluation:

a. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the previous three-year average.

b. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.

c. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Shield campaign.

d. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.

e. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

Part III: PROJECT DETAIL BUDGET

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services				
Overtime Salary and Benefits	$40,000	$	**$40,000**	No
	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, Workers Compensation, and Health Insurance.			
Subtotal:	**$40,000**	**$**	**$40,000**	
B. Contractual Services				
Subtotal:	**$**	**$**	**$**	
C. Expenses - Any purchase with a per item unit cost of $200 or more from any line item within this Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.				
Subtotal:	**$**	**$**	**$**	
D. Equipment Costing $5,000 or More				
Subtotal:	**$**	**$**	**$**	
E. Indirect Cost				
Subtotal:	**$**		**$**	
Total Cost of Project:	**$40,000**	**$**	**$40,000**	

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

PART IV: PERFORMANCE REPORT

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Florida Department of Transportation(FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. Audit. The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:

i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department

2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance

3. Wholly or partly suspend or terminate the Federal award

4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

5. Withhold further Federal awards for the Project or program

6. Take other remedies that may be legally available

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

3. Offsets. If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. Code of Conduct. The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this subgrant agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices

12. No Federal Obligation. This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

to this Agreement.

13. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

(h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

(i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)

(j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

(b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein

(c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

(d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

(e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

14. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

15. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

16. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

17. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials , in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

(c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

18. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

19. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

20. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

21. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

22. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

23. Integrity Certification. By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines stablished for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Seat Belt Use**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

(c) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

25. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

26. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposals, 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 in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposals, 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.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

27. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

28. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

29. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

30. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers ' Compensation law.

31. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

32. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

33. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

34. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

35. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

MISCELLANEOUS PROVISIONS

36. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.

iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

37. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

38. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

39. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

40. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

42. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.

43. Bonus or Commission. By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

44. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

45. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

46. JURY TRIAL WAIVER. The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.

47. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

48. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

49. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatories of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

50. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

51. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of $5,000 or more per unit shall be subject to the following requirements:

i. Purchases shall receive prior written approval from the FDOT Safety Office.

ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.

iii. Dispositions must be requested and shall receive prior written approval from the FDOT Safety Office.

(c) **Disposition of Equipment Costing $5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment of or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $5,000.** Equipment that does not meet the unit purchase price threshold of $5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

52. Expense Purchases for $200 or more: Any purchase with a per item unit cost of $200 or more from any line item within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

53. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

54. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

55. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits
(b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends
(c) Failure to provide required performance and final narrative reports in the required time frame
(d) Failure to perform work described in Part II of this subgrant agreement
(e) Failure to provide reimbursement requests and performance reports in a timely manner
(f) Providing fraudulent performance reports or reimbursement requests
(g) Misuse of equipment purchased with Federal highway safety funds

56. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

57. Personnel Hired or Paid Under this Subgrant Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

(c) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

(d) **Additional Requirements for Law Enforcement Agencies**.

i. **Created Position(s) Reporting and Maintenance Requirement.** Subrecipients receiving first year funding for a newly created full-time position(s) through a subgrant agreement shall provide written notification to the FDOT State Safety Office within 30 days of this subgrant agreement being awarded that a new position(s) has been created in the agency as a result of this subgrant agreement being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends to be eligible for future subgrant funding.

58. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

59. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

60. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.

(c) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:

i. Purchase of Air fare
ii. Travel to conference
iii. Travel which includes a registration fee
iv. Out-of-subgrant-specified work area travel
v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $175.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $175.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $175 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If lodging a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

61. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

62. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

63. Subcontract Agreements.

(a) **Requirement for Pre- Approval**. All subcontract agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
ii. Total contract amount
iii. Scope of work/Services to be provided
iv. Quantifiable, measurable, and verifiable units of deliverables
v. Minimum level of service to be performed and criteria for evaluating successful completion
vi. Budget/Cost Analysis
vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement:** "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited."
ii. **Buy American Act clause** (see Section 4 of Part V)
iii. **Certification Regarding Federal Lobbying** (see Section 17 of Part V)
iv. **Cooperation with Inspector General** (see Section 28 of Part V)
v. **DBE Clause** (see Section 10(b) of Part V)
vi. **E-Verify clause** (see Section 29 of Part V)
vii. **Nondiscrimination clause** *(see Section 13 of Part V)*
viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess $150,000) *(see Section 5 of Part V)*
ix. **Integrity Certification Clause** *(see Section 23 of Part V)*

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

x. ***Contract Work Hours and Safety Standards Act*** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*
xi. ***Indemnification and Insurance*** *(see Section 30 of Part V)*
xii. ***Policy on Banning Text Messaging While Driving Act*** *(subcontracts in excess of $15,000) (see Section 24 of Part V)*
xiii. ***Human Trafficking Clause*** *(see Section 19 of Part V)*

64. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need .

65. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

66. Procedures for Reimbursement.

(a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**

(b) **Supporting Documentation.** Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Listed below are types and examples of supporting documentation:

i. Personnel Services.

a. Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

worked times the rate of pay will be acceptable.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing Over $5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

(d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.

(h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.

(j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

67. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

68. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

69. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

70. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

71. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

72. Enforcement.

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.

(c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.

(d) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Explansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
f. Be an active certified Drug Recognition Expert (DRE)

(e) Motorcycle Enforcement. No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(f) Occupant Protection Enforcement. All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday.

(g) Speed and Aggressive Driving Enforcement. All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Shield.

i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or lasar speed detection system, must be certified in the use of that piece of equipment.

73. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting
ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
iii. The amount allocated for paid media

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

74. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

(a) What public information or educational item is being requested
(b) What program/policy is the item supporting
(c) Who the target audience is
(d) How the item will be distributed
(e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

75. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 75(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation, or any other agency of the State or Federal Government.

76. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

77. Special Conditions.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.611 - Incentive Grant Program to Prohibit Racial Profiling (NHTSA 1906 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NTHSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)

***Federal Funds Awarded:** $40,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37519300004020FL0	04/17/2019

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

Attachment: Aggressive Driving Grant - FDOT Award (2021-R-47 : Budget Resolution for FY2021 - 2022)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 27, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding S.E. Cline Construction, Inc., the Contract for the "Sunrise Park North - Northern Bulkhead Replacement", Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-48**
APPLICANT:
PLANNER:

DISCUSSION:

The northern seawall at Sunrise Park North was severely damaged in 2016 during Hurricane Matthew, requiring the replacement of a 325-foot section. Although initially denied by the Federal Emergency Management Agency (FEMA) as an eligible project, this seawall has been accepted by FEMA as an alternate project in lieu of rebuilding the pier formerly located at Sunrise Park South. The city advertised and awarded the contract for Design and Construction Engineering Services of this work to Sea Diversified. Upon completion of design and receipt of required permits, the construction phase of the replacement of the northern seawall was advertised as RFP 21-BG-05.

The City received six (6) bids for this project:

• Rush Marine, LLC	$680,546.12
• Kiewit Infrastructure South Co.	$1,653,000.00
• C&D Construction, Inc.	$1,073,828.00
• Underwater Engineering Services, Inc.	$993,904.00
• Poseidon Dredge & Marine Inc.	$842,595.38
• S.E. Cline Construction, Inc.	$620,649.07

An evaluation committee comprised of City staff and the engineer of record have reviewed the bids received and have found S.E. Cline, Construction, Inc. to be the lowest qualified bidder. As such, staff are recommending the award of the replacement of the northern bulkhead at Sunrise Park North to S.E. Cline Construction, Inc.

Bids received are included under Exhibits "A-F". The results of the evaluation committee are

included under Exhibit "G" and the formal recommendation from Sea Diversified is included under Exhibit "H".

FISCAL ANALYSIS:

In fiscal year 2019-2020, $828,080.00 was budgeted for the replacement of the seawall, with $28,500 expended for the design and engineering. These funds have carried over into the current fiscal year with a project balance of $799,580.00 in account 301-8110-580.6300 project 19BG10.

This project has been found eligible as an alternate project to the construction of a replacement pier at Sunrise Park South, with a FEMA approved project budget of $623,591.10. This project is reimbursable at 90% of project cost for a maximum of $561,231.99.

STAFF RECOMMENDATION:

Approve and award S.E. Cline Construction Inc., the contract for the Sunrise Park North - Northern Bulkhead Replacement, and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE AND AWARD S.E. CLINE CONSTRUCTION INC., THE CONTRACT FOR THE SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Exhibit E (PDF)
- Exhibit F (PDF)

- Exhibit G (PDF)
- Exhibit H (PDF)

Resolution No. 2021-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDING S.E. CLINE CONSTRUCTION, INC., THE CONTRACT FOR THE "SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT", AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDING S.E. CLINE CONSTRUCTION, INC., THE CONTRACT FOR THE "SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT", AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sunrise Park North - Northern bulkhead was damaged in 2016 during Hurricane Matthew; and

WHEREAS, the bulkhead has been approved by FEMA as an alternate project; and

WHEREAS, the City advertised the replacement of the bulkhead by RFP 21-BG-05; and

WHEREAS, the City received five (6) bids for this project; and

WHEREAS, the low and most responsive bidder is S.E. Cline Construction, Inc., with a bid of $620,649.07.

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 approve and award S.E. Cline Construction, Inc., the contract for the "Sunrise Park North - Northern Bulkhead Replacement", and authorize the City Manager to execute the agreement.

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 27th day of JUY, 2021.

HOLLY HILL
FLORIDA

HOLLY HILL FLORIDA

SUNRISE PARK NORTH
NORTHERN BULKHEAD REPLACEMENT

21-BG-05

June 29th, 2021 10:00 AM

RUSH MARINE

PRESENTED BY:

RUSH MARINE, LLC
6285 RIVERFRONT BOULEVARD
TITUSVILLE, FLORIDA 32780
321-267-8100 / 321-267-9944 FAX

ANTHONY "TONY" LANDRY, PRESIDENT
TLANDRY@RUSHINC.COM

WWW.RUSHINC.COM

This proposal is the property of RUSH Marine, LLC and includes data that shall not be disclosed outside the Owner's Organization and shall not be duplicated, used or disclosed – in whole or in part – fc purpose other than to evaluate this proposal. This restriction does not limit the owner's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is identified at the bottom of each page

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TABLE OF CONTENTS

MANAGEMENT SUMMARY	1
CORPORATE EXPERIENCE CAPACITY	2-3
CUSTOMER LISTING	4-19
ACCEPTANCE OF CONDITIONS	20
DOCUMENTS	
Affiliations and/or memberships	21
Professional Certifications/ Licenses	22
REQUIRED FORM SUBMITTALS	
Standard Contract	23-24
Proposers Checklist	25
Conflict of Interest Affidavit	26
Proposers Qualification Form	27-29
Declaration Statement	30
Insurance Requirements	31-34
Drug Free Workplace Certification	35
Non-Collusion Affidavit of Prime Bidder	36
Acknowledgements	37-38
Compliance with Public Records Law	39
Reference Form	40
Public Entity Crimes Statement	41-42
Vendor Information	43
W9	44
Label	45
Debarment, Suspension, Ineligibility or Voluntary Exclusion Cert.	46-47
Anti-Lobbying	48
PRICE PROPOSAL	49-51
Bid Bond	52-53
ACKNOWLEDGED AMENDMENTS	54-55

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

6285 Riverfront Center Blvd.
Titusville, FL 32780
Voice 321.267.8100
Fax 321.267.9944
www.rushinc.com/marine

June 29, 2021

Stella Gurnee
Holly Hill Florida
1065 Ridgewood Avenue,
Holly Hill, Florida 32117

Re: Sunrise Park North – Northern Bulkhead Replacement

Stella Gurnee,

RUSH Marine, LLC. (RUSH Marine) is pleased to submit this bid proposal for the above referenced project in accordance with the contract documents provided. RUSH Marine is a general contractor licensed in the state of Florida and specializes in heavy civil and marine construction. We appreciate the opportunity to present our proposal on this project. We are confident that our team is ideally suited to work closely with the City of Holly Hill to successfully deliver the construction services of this project.

Please do not hesitate to contact us should you have any questions regarding this proposal. We look forward to hearing from you in the very near future.

Sincerely,
RUSH Marine, LLC.

Anthony Landry

Anthony Landry
President
tlandry@rushinc.com
321-267-8100

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

CORPORATE EXPERIENCE CAPACITY

RUSH Marine, LLC offers an extensive background in providing marine related services to various entities, spanning over thirty-eight (38) years. The management team at RUSH marine has over 104 years of combined marine construction experience. RUSH is a local, award-winning, employee-owned, small business concern based out of Titusville, Florida. During our 3-years existence, RUSH has specialized in serving the needs of commercial, medical, and government clients in a vast array of projects located throughout the state of Florida.

RUSH has constructed the Runway Lighting Pier at MacDill Air Force Base for the U.S. Army Corps of Engineers; Emergency Repairs to Jay-Jay Bridge for NASA at the Kennedy Space Center; SR410 Shoreline Stabilization for the Canaveral Port Authority; the Canaveral Lock & Barge Canal East-West Guide Wall Replacement at Port Canaveral Harbor for the U.S. Army Corps of Engineers, the Milliken's Reef Shoreline Repair Project for the Canaveral Port Authority, the Shoreline Repair for Health First's Cape Canaveral Hospital, the Shoreline Stabilization of Area 1 for MCSF at Blount Island, the Cocoa Riverfront Park Promenade Improvements, CT #3 Marine Works project for the Canaveral Port Authority, and is currently working on a $5.2 million dollar project modifying the waterside of CT #8 and CT #10 for the Canaveral Port Authority.

Core Competencies include:

- Marine Construction
- Marine Transportation Facilities
- Beach & Shoreline Restoration
- Concrete Structures
- Deep Water Structures
- Roads & Bridges
- Bulkheads
- Pile Driving
- Revetment & Erosion, Hard Armoring
- Marinas
- Sheet Piling
- Commercial

RUSH Marine staff to be employed on this project:

Anthony "Tony" Landry, President (Part-time)
Dean Reed, Project Manager (Part-time)
Joe Pellegrino, Superintendent (Full-time)
Kerry Noleman, Crane Operator (Full-time)
3 Pile Drivers/ Carpenters, TBD (Full-time)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

HOLLY HILL
FLORIDA

Number of employees with RUSH Marine:
41

Equipment owned:
Welding machine, air compressor, marine equipment such as barge/ crane to be leased.

Vehicles used for transportation:
Pickup Trucks

Individual owners of 10% or more:
William Chivers
Eduardo Rabel

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

HOLLY HILL
FLORIDA

Project Experience

Vilano Beach Boat Ramp Dock Repairs

Client:
St. Johns County
2750 Industry Center Road
St. Augustine, FL 32084
904-669-0787

Service provided:
The scope of work was to remove two 60' floating docks, two 24' long aluminum walkways and replace them with new, similar components. The contract was executed by St. Johns County and the project was completed within 6 months.

Final Contract Amount: $169,950

Time period of project:
June 16, 2018 – February 10, 2019

Client's contact reference:
Phyllis Thorpe
904-669-0787
pthorpe@sjcfl.us



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

St. Johns County Board of County Commissioners
Public Works | Construction Services

April 4, 2019

RE: Rush Marine LLC Recommendation

To Whom It May Concern

It is my pleasure to submit this letter of recommendation for Rush Marine LLC. I was recently the project manager for the replacement of two floating docks and gangways at the Vilano Boat Ramp, in St. Augustine, FL which was completed in January 2019. The project value was $169,950.10. The new docks were provided and installed by Rush Marine. My primary contact for Rush Marine was Tony Landry, the company president, who was most professional and pleasant to work with throughout the project. After contract execution, we had a fairly long lead time for materials, during which Mr. Landry was proactive in keeping me updated on the schedule, demonstrating his awareness of and attention to our need to able to keep the public apprised of anticipated impact on their use of this very popular boat ramp. He provided an aggressive on-site schedule, to minimize his presence at the boat ramp, but at the same time arranged his work elements so that one floating dock was always functioning and open to the public. The demolition/installation was manned with most competent and courteous personnel. The onsite work activities were led by Alvin Lopez, general superintendent. The site was maintained in a safe and tidy manner at all times. Rush Marine was quick to respond to and fair in pricing of a few change orders for additional work that the County requested during their time onsite, and they still managed to complete the job in less time than proposed.

I would not hesitate to recommend Rush Marine LLC for any size or type of marine project, as I hope to have the opportunity to work with them again in the future myself. Please do not hesitate to contact me, should you have any questions or need further information.

Thank you very much.

Phyllis Thorpe

Phyllis Thorpe
Project Manager
904-669-0787

2750 Industry Center Road, St. Augustine, FL 32084
P: 904.209.0190 | F: 904.209.0118
www.sjcfl.us

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Project Experience

Miliken's Reef Shoreline Repair

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
All of the work for this project which includes furnishing the labor, materials, and marine equipment necessary to remove and repair approximately 200 LF of slope embankment within the Canaveral Port Harbor. This work involves re-moving approximately 450 tons of existing rip-rap from the slope on to a barge, and install geotextile fabric, bedding stone, rip-rap, fill dirt, ArmoFlex 50 open cell block mats to refurbish the slope embankment back to its original condition.

Final Contract Amount: $423,460

Time period of project:
July 23, 2018 – September 17, 2018

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

CANAVERAL
PORT AUTHORITY

April 9, 2019

RUSH Marine, LLC
6285 Riverfront Center Blvd.
Titusville, FL 32780

RE: RUSH Marine - Letter of Reference

To Whom It May Concern:

RUSH Marine, LLC. recently performed as Construction Manager on our Milliken's Reef Shoreline Repairs project. Due to RUSH Marine's attention to detail and proactive approach, the project was completed on time and under budget. RUSH Marine consistently worked for the best interest of the owner and exceeded our expectations.

The RUSH Marine team worked diligently to provide innovative solutions to a challenging shoreline erosion situation. The RUSH Marine team was able to collaborate effectively with the owner, engineer and various other stakeholders to ensure streamlined project execution. The project was successfully completed without any issues or concerns from any parties related to cost, schedule or quality of work.

We look forward to continuing to work with RUSH Marine on future projects here at Port Canaveral and I would recommend RUSH Marine to other owners/organizations as Construction Managers.

Sincerely,

Patrick Hammond, E.I.
Project Engineer/Project Manager

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Project Experience

Health First Cape Canaveral Hospital Shoreline Repair

Client:
Health First, Inc.
1350 S. Hickory St.
Melbourne, FL 32901
321-868-7688 Ext. 27688

Service provided:
RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x 10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Final Contract Amount: $485,466

Time period of project:
April 8, 2019 – May 23, 2019

Client's contact reference:
Steven Cornwell
321-868-7688 Ext. 27688
steven.cornwell@hf.com



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

HOLLY HILL
FLORIDA

Project Experience

Cruise Terminal 3 Waterside Modifications

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pipe combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Final Contract Amount:
$38.6 Million

Time period of project:
August 2018 – February 2020

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

CANAVERAL
PORT AUTHORITY

June 29, 2020

RE: Letter of Reference – RUSH MARINE LLC

To Whom it May Concern:

RUSH Marine has successfully served as the contractor for the new Cruise Terminal 3 Marine works for Carnival Cruise line in addition to the 5-year continuing contract for Waterside Construction Management at Risk Services.

Cruise Terminal #3 was a $38.6 Million project built at the entrance to the Canaveral Harbor to serve as home to the new XL Class Vessel the Carnival Mardi Gras. Throughout the project, RUSH's team overcame many challenges including international tariffs on steel purchases, a hurricane and the COVID-19 pandemic. RUSH worked closely with other contractors and Port staff on this very complex project to successfully complete the project with minimal impact to schedule and under budget.

In addition, RUSH Marine LLC has provided high quality construction management at risk services at Port Canaveral. Their management team maintained projects on schedule, within budget, and to specification, while minimizing impact to Port Canaveral and our partner's operations. Moreover, RUSH Marine LLC communicated effectively with the Canaveral Port Authority, the design team, and stakeholders during all their Port Canaveral Projects. The Canaveral Port Authority awards contracts in a competitive process; RUSH's extensive portfolio of Port Canaveral projects is evidence that they consistently deliver competitively priced and high value projects. Furthermore, RUSH controls costs during construction by implementing rigorous value engineering and cost control procedures.

In closing, it is without hesitation that I can recommend RUSH Marine LLC as a partner on any marine construction project.

Sincerely,

William E. (Bill) Crowe, P.E.
Vice President, Facilities, Construction and Engineering

Port Canaveral & Foreign Trade Zone 136
445 Challenger Road, Suite 301, Cape Canaveral FL 32920
321.783.7831 www.portcanaveral.com

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Project Experience

Shoreline Stabilization of Area 1, MCSF Blount Island

Client:
Howard W. Pence Inc.
342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702
270-737-8723

Service provided:
The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 2,800 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Final Contract Amount:
$2.5 Million

Time period of project:
January 2020 – September 2021

Client's contact reference:
Rick Everts
270-737-8723
rickeverts@hwpence.com



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

HOWARD W. PENCE Inc
GENERAL CONTRACTOR

January 21, 2021

Tony Landry
RUSH Marine LLC.
Riverfront Center Blvd.
Titusville, Florida 32780
PH: 321-267-8100

RE: Shoreline Stabilization Area 1
MCSF Blount Island, Jacksonville, Florida

Mr. Landry,

The Howard W. Pence Team would like to thank you and your team of professionals for the outstanding completion of the design build Shoreline Stabilization Area 1 project at the Marine Facility at Blount Island, Jacksonville FL.

It has been a pleasure working with you and your Team to provide a very satisfied NAVAC SE customer an outstanding project with zero lost time accidents.

The Pence Team looks forward to the opportunity to work with RUSH Marine in the near future.

Sincerely,

Rick Everts
Project Manager
Howard W. Pence, Inc.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

342 East Dixie Ave. (42701)
Phone 270-737-8723

P.O. Box 2005

Elizabethtown, KY 42702
Fax 270-765-5713

HOLLY HILL
FLORIDA

Project Experience

Cocoa Riverfront Park Promenade Improvements

Client:
City of Cocoa
401 Riveredge Blvd.
Cocoa, FL 32922
(321) 433-8772

Service provided:
RUSH Marine serves as the General Contractor for the improvements at the Cocoa Riverfront Park Promenade in Cocoa, FL. The project construction will consist of a replacement of two timber overlooks with new concrete overlook structures, an installation of 600 LF concrete footings and seawall, and the relocation of waterline and upland utilities.

Final Contract Amount: $995,558

Time period of project:
January 2020 – June 2020

Client's contact reference:
Gary Palmer
(321) 433-8772
gpalmer@cocoafl.org





Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
321-433-8770

June 19, 2020

RUSH Marine, LLC
6285 Riverfront Center Blvd.
Titusville, FL 32780

RE: RUSH Marine LLC – Letter of Reference

To Whom it May Concern:

It is with great pleasure to provide this letter of recommendation for RUSH Marine, LLC (RM). In 2018, the City of Cocoa selected RM as one of the 5-year continuing service Marine Contractors. In late 2019 the City of Cocoa published a bid solicitation for the Riverfront Park Promenade Improvements project, and RM was the successful contractor. The Riverfront Promenade project consists of upgrades for the waterfront portion of the public park at downtown Historic Cocoa Village, a popular and unique location for both locals and tourists.

RM self-performed the majority of the work for this project, valued at just over 1 million dollars. As the Capital Projects Manager for the City of Cocoa, along with my team, couldn't be happier with the outcome of the project and the efforts from RM throughout the process. The entire team had the utmost professionalism, quality workmanship, and commitment to safety while performing their work.

Regardless of any unexpected or unforeseen situations encountered during the project, their expertise allowed them to quickly provide cost-effective solutions to both the City and the Engineer of Record that allowed the project to stay on schedule. It was a very positive and pleasant experience working with Mr. Landry and his team on this project, and I look forward to working with them in the future.

It is without hesitation that I recommend RUSH Marine to any organization as General/Marine contractors for any project. Please do not hesitate to contact me; should you have any questions.

Sincerely,

Gary Palmer
Capital Projects Manager
321-433-8772

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Project Experience

Veterans Memorial Park Boardwalks

Client:
RUSH Construction, Inc.
6285 Riverfront Center Blvd.
Titusville, FL 32780
321-267-8100



Service provided:
RUSH Marine serves as the General Contractor for the improvements at the Cocoa Riverfront Park Promenade in Cocoa, FL. The project construction will consist of a replacement of two timber overlooks with new concrete overlook structures, an installation of 600 LF concrete footings and seawall, and the relocation of waterline and upland utilities.

Final Contract Amount: $519,927

Time period of project:
September 2020 – January 2021

Client's contact reference:
William Chivers
321-267-8100
wchivers@rushinc.com

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

Project Experience

Virgin Trains USA, LLC – Phase 2 Zone 3 East West Corridor

Client:
Granite Construction Co
757 Greensboro Rd
Cocoa, FL 32926

Service provided:
RUSH Marine served as the subcontractor for the Installation of 98 Concrete Piles along 528 and I-95 in Brevard County.

Final Contract Amount: $996,617

Time period of project:
April 2020 – July 2021

Client's contact reference:
Ben Miron
214-298-4461
Ben.miron@gcinc.com



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

Project Experience

Cruise Terminal 8 & Cruise Terminal 10 Waterside Modifications

Client:
Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:
The scope of services for CT8 includes the removal of existing double bit bollards, deck fill-in at two locations, new 125 ton mooring dolphins at the North end, 100-ton monopile mooring dolphins on the South, new 125 MT spring line bollards, and modifications to utilities as necessary for above renovations.
The scope of services for CT10 includes deck fill-in at one location with additional fill in as a bid alternate, monopile mooring dolphin located at the West and East end of the terminal, wharf power for luggage conveyor connections at three locations and two future locations along the west end of the wharf. Each location to include two, 60Amp receptacles matching the electrical requirements as currently in use along CT-B.

Final Contract Amount: $5,269,580

Time period of project:
March 2020 – May 2021

Client's contact reference:
Patrick Hammond
321-783-7831
phammond@portcanaveral.com



Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

HOLLY HILL
FLORIDA

Project Experience

Tavares Seaplane Docks & Marina

Client:
The City of Tavares - Haskell
Tavares, FL

Service provided:
The scope of services for the Tavares Seaplane Docks and Marina projects consisted of an installation of Sea Plane Dock System, Marina Dock System, Fuel Dock System, and Demolition of Emergency Services Dock and Boat Ramp Dock.

Final Contract Amount:
$5,902,773

Time period of project:
October 2020 – May 2021

Client's contact reference:
John Bagby
Haskell
John.bagby@haskell.com





RUSH MARINE

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

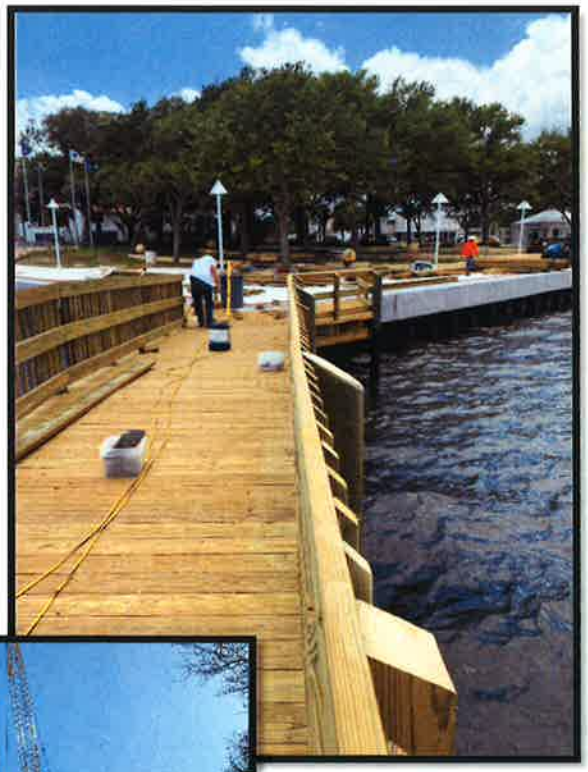
HOLLY HILL
FLORIDA

Project Experience

Space View Park Improvements

Client:
Brevard County – RUSH Construction, Inc.
Titusville, FL

Service provided:
The scope of services for the Space View Park Improvements projects consists of the removal and replacement of the existing timber piers and pavilions, installation of a new steel sheet pile bulkhead with a concrete cap and helical tie backs, misc. site demo, concrete sidewalks, retaining walls and pavers. The Gemini portion on the North side of the park will include repairs to the shoreline by installing a new rip rap slope embankment to protect the planters and benches once they are restored.





Final Contract Amount: $1,301,000.00

Time period of project:
September 2020 –
June 2021

Client's contact reference:
William Chivers
RUSH Construction, Inc.
321-267-8100
wchivers@rushinc.com

RUSH MARINE

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

ACCEPTANCE OF CONDITIONS

RUSH Marine, LLC has no exceptions to the general terms and conditions of the RFP.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH MARINE

Affiliations & Memberships

Affiliations

RUSH Construction, Inc.

RUSH Facilities, LLC

EC RUSH (Joint Venture)

APC RUSH (Joint Venture)

FDOT (Pre-Qualified)

Memberships

Associated Builders and Contractors - Florida East Coast (ABC)

Propeller Club at Port Canaveral

Economic Development Commission (EDC)

Team Volusia Economic Development Corporation

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

General Contractors License

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CHIVERS, WILLIAM C JR
RUSH MARINE, LLC
3735 CHIARA DRIVE
TITUSVILLE FL 32796

LICENSE NUMBER: CGC1526374
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North - Northern Bulkhead Replacement
Request for Proposal (RFP) 21-BG-05

THIS AGREEMENT is made and entered into this_____day of XXX , 2021, by and between RUSH Marine, LLC, duly authorized to conduct business in the State of Florida and whose address is6285 Riverfront Center Blvd., Titusville, FL 32780, 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 #21-BG-05), 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:
Anthony Landry, President (Name, Title)
RUSH Marine, LLC. (Company)
6285 Riverfront Center Blvd. (Address)
Titusville, FL 32780 (City, State, Zip)
321-267-8100 (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.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

SECTION 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 CONCERNNG 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:

_____
William Chivers, Vice President

_____
Molly Beasley, Marketing Coordinator

Attachments: A. RFP #21-BG-05
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
Anthony Landry, President

Dated: 06/29/2021

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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:

[X] The standard contract/ agreement has been signed and included.

[X] All applicable forms have been signed and included

[X] All information as requested in the Proposer's Qualification Form is included.

[X] Any addenda have been signed and included.

[X] The mailing envelope has been addressed to:

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

[X] The **mailing envelope must be sealed and marked** with Qualification Number **"RFP # 21-BG-05, Proposal Title "Sunrise Park North – Northern Bulkhead Replacement " and Due Date "June 29th , 2021 @ 10:00 am"**.

[X] 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

RUSH Marine, LLC Company	6285 Riverfront Center Blvd. Address
Anthony Landry Authorized Signature	Titusville, FL 32780 City, State, Zip Code
Anthony Landry, President Printed Name & Title	321-267-8100 Telephone No.
tlandry@rushinc.com Email	321-267-9944 Fax No.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

RUSH Marine, LLC Company	6285 Riverfront Center Blvd. Address
Anthony Landry Authorized Signature	Titusville, FL 32780 City, State, Zip Code
Anthony Landry, President Printed Name & Title	321-267-8100 Telephone No.
tlandry@rushinc.com Email	321-267-9944 Fax No.

State of Florida)
City of Titusville)

SUBSCRIBED AND SWORN to before me this 29th day of June, 2021, by Anthony Landry, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Laurie Solis

Notary Public

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

My Commission Expires: 08-06-2023

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
72.6%	Poseidon Wharf CP Pile Encasement	$ 3,443,732.00
0%	CPA Cruise Terminal 5 Mooring Improvements	$ 2,258,744.00
48%	NASA Repair Indian River Bridge Beams & Piles	$ 1,826,261.00

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

N/A

OTHER INFORMATION ABOUT PROJECTS:

Santa Maria Restaurant Substructure Installations

Holly Hill Sunrise Park Pedestrian Bridge Replacement

Viera Company - PANGEA Pedestrian Bridge

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.

$ 1,318,853.87 **Total Fees for work done on all City projects**

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

REFERENCES:

Bank(s) Maintaining Account(s): BB&T Bank - 2400 S. Washington Ave., Titusville, FL 32780

See attached

Surety/Underwriter: (if required) Berkley Surety Group

Other References: (Use additional sheets if necessary)

See attached

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: _____ 3

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.

RUSH Marine, LLC
Company

Anthony Landry
Authorized Signature
Anthony Landry, President

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RUSH Marine, LLC.

A wholly-owned subsidiary of RUSH Construction, Inc.
FEIN: 59-2401736; Florida Corporation – Est.1984

CREDIT INFORMATION

RUSH Marine FEIN 82-4091915

BANKING INFORMATION
BB&T Bank
2460 S. Washington Ave.
Titusville, FL 32780
Ph: (321) 268-1750
Fx: (321) 264-7113
Nour Al Debek
NAldebek@BBandT.com
RUSH Marine Acct. #....17694

D & B NUMBER 11-684-1595

TRADE REFERENCES

Mobro Marine
P.O. Box 986
Green Cove Spr., FL 32043
Steve Cumella
(904) 284-9670 Ph
(904) 358-8706 Fax

Metals USA
P.O. Box 532533
Atlanta, GA 30353-2533
Bryan Johns
(251) 456-4531 Ph
(904) 766-0063 Fax

JD Fields & Company, Inc.
P.O. Box 134401
Houston, TX 77219-4401
Walter Van Zuthem
walter@jdfields.com
(281) 558-7199 Ph
(281) 870-9918 Fax

Brevard Rigging Supply
P.O. Box 236545
Cocoa, FL 32923
Missy Possinger
(321) 631-2838 Ph
(321) 631-6465 Fax

Geoquip, Inc.
1111 Cavalier Blvd.
Chesapeake, VA 23323
Pam Patterson
(757) 485-2500 Ph
(757) 485-5631 Fax

RAM Tool Const Supply
Acc # 149037
rtcredit@ram-tool.com
(866) 851-4480 Fax

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-05 " Sunrise Park North – Northern Bulkhead 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 #21-BG-05**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 29th day of June, 2021 in the City of Titusville, in the State of Florida.

RUSH Marine, LLC
Company

Anthony Landry
Authorized Signature
Anthony Landry, President

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

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

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

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 21-BG-05 and **Sunrise Park North – Northern Bulkhead 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**.

RUSH Marine, LLC
Company

Anthony Landry
Authorized Signature

Anthony Landry, President
Printed Name & Title

tlandry@rushinc.com
Email

McGriff Insurance Services
Insurance Agency

ahiggins
Signature of Proposer's Agent

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

321-267-8100
Telephone No.

321-267-9944
Fax No.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Client#: 2176754 131RUSHMAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2021

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

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

PRODUCER McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:
INSURED Rush Marine 6285 Riverfront Center Blvd Titusville, FL 32780	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : New York Marine & General Insurance Co INSURER B : Mitsui Sumitomo Marine Management INSURER C : PMA Insurane Group INSURER D : American Longshore Mutual Association INSURER E : Old Dominion Insurance Company INSURER F : Safe Harbor Pollution Insurance

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	ML202100002185	04/01/2021	04/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Ded-$5,000						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Claim Exp	$1,000,000
	AUTOMOBILE LIABILITY	X	X	B1P9522H	07/18/2020	07/18/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			ML202100002184	04/01/2021	04/01/2022	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
B	DED X RETENTION $25000			OLM2510139	04/01/2021	04/01/2022	Each Occ/Agg	$9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	1155720Y	04/01/2021	04/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	P & I			ML202100002185	04/01/2021	04/01/2022	1,000,000; ded-$5,000	
A	Marine Empl Liab			ML202100002185	04/01/2021	04/01/2022	Included	
D	WC-USL&H			ALMA0242002	04/01/2021	04/01/2022	1,000,000-Each Acc/Agg	

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

Project/Event: RFP #21-BG-05 and, Sunrise Park North-Northern Bulkhead Replacement

Additional Insured status is granted with respects to General Liability if required by written contract per Additional Insured-Owners Lessees or Contractors-Completed Operations, Form # OM DS 01 11/18; Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charles Ross Hale

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DESCRIPTIONS (Continued from Page 1)

Authorization-Form # OM DS 01 11/18
Additional Insured-Loss Payee

General Liability policy is primary and non-contributory if required by written contract.

Vessel Pollution Liability-Policy #V1583721-Limit-$5,000,000

30 day notice of cancellation other than for nonpayment

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead 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 Statues, as stated above?

☒ **YES**
☐ **NO**

RUSH Marine, LLC
Company

Anthony Landry
Authorized Signature

Anthony Landry, President
Printed Name & Title

tlandry@rushinc.com
Email

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

321-267-8100
Telephone No.

321-267-9944
Fax No.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Brevard

Anthony Landry, being first duly sworn, deposes and says that:

He/she is President of RUSH Marine, LLC, Proposer that has submitted the attached Qualification;

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

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

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

RUSH Marine, LLC Company	6285 Riverfront Center, Blvd. Address
Anthony Landry Authorized Signature	Titusville, FL 32780 City, State, Zip Code
Anthony Landry, President Printed Name & Title	321-267-8100 Telephone No.
tlandry@rushinc.com Email	321-267-9944 Fax No.

Subscribed and sworn to before me this 29th day of June, 2021.

Laurie Solis

Laurie Solis
Title

My Commission Expires: 08-06-2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACKNOWLEDGEMENTS
RFP # 21-BG-05 Sunrise Park North – Northern Bulkhead Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Sunrise Park North – Northern Bulkhead 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 Sunrise Park North - Northern Bulkhead 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 Sunrise Park North – Northern Bulkhead Replacement within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 29th **day of** June **(Month)**, 2021 **(Year)**

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

By: Anthony Landry / Anthony Landry, President
(Signature) **(Print name)**

Address: 6285 Riverfront Center Blvd., Titusville, FL 32780

Telephone: (321)267-8100 **Fax:** (321) 267-9944

Taxpayer Identification Number (TIN): 59-2401736

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: Anthony Landry **Date:** 06/29/2021
Anthony Landry, President

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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: RUSH Marine, LLC

Authorized representative (printed): Anthony Landry, President

Authorized representative (signature): Anthony Landry

Project Number: 21-BG-05 Date: 06/29/2021

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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: Canaveral Port Authority
   Address: 445 Challenger Road., Cape Canaveral, FL 32920
   Point of Contact: Patrick Hammond
   Phone #: 321-783-7831 Email address: phammond@portcanaveral.com
   Service(s) Provided: Shoreline repair, fender replacement, berth construction, bollard replacement.
   Dates of Service: 02/28/2018 - 02/28/2022 (Continuing services contract)

2. Name of Company: Howard W. Pence
   Address: 342 East Dixie Ave Po Box 2005, Elizabeth Town, KY 42702
   Point of Contact: Rick Everts
   Phone #: 270-737-8723 Email address: rickeverts@hwpence.com
   Service(s) Provided: Shoreline restoration, sheet pile bulkhead, placement of rip-rap.
   Dates of Service: 08/03/2018 - 01/2021

3. Name of Company: City of Cocoa
   Address: 401 Riveredge Blvd., Cocoa, FL 32922
   Point of Contact: Gary Palmer
   Phone #: 321-433-8772 Email address: gpalmer@cocoafl.org
   Service(s) Provided: Marine construction (Continuing service contract)
   Dates of Service: 2018 - 2021 continuing service contract

4. Name of Company: RUSH Construction, Inc.
   Address: 6285 Riverfront Center Blvd., Titusville, FL 32780
   Point of Contact: William Chivers
   Phone #: 321-267-8100 Email address: wchivers@rushinc.com
   Service(s) Provided: Marine construction activities
   Dates of Service: 2017 - Present day

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 Anthony Landry, President (Print Individual's Name and Title)
for RUSH Marine, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 6285 Riverfront Center Blvd., Titusville, FL 32780

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4091915

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.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

Anthony Landry

_____
(Signature) Anthony Landry, President

Sworn and subscribed before me this 29th day of June, 2021.

Personally known x

Laurie Solis

_____
(Notary) Laurie Solis

OR produced identification _____ Notary Public State of Florida

_____ My commission expires: 08-06-2023
(Type of Identification)

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(x) Other Limited Liability (Explain)

Federal Employer Identification Number: 82-4091915

Firm Name: RUSH Marine, LLC

Mailing Address: 6285 Riverfront Center Blvd., Titusville, FL 32780

Telephone No.: 321-267-8100 Fax No.: 321-267-9944

Email Address: tlandry@rushinc.com Web Address: rushinc.com

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: Anthony Landry

Name & Title Printed: Anthony Landry, President

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
RUSH Marine, LLC

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

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

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

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

☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.) See instructions.
Requester's name and address (optional)

6 City, state, and ZIP code

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
5	9	-	2	4	0	1	7	3	6

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 ▶ [signature] Date ▶ 1.14.2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Cut and use this label for Proposal Package

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

RFP# 21-BG-05

Sunrise Park North - Northern Bulkhead Replacement

OPENING DATE/TIME:
June 29th, 2021
by 10:00 a.m.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Number: 21-BG-05

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
RUSH Marine, LLC			
ADDRESS 6285 Riverfront Center Blvd. Titusville, FL 32780	**Applicable Procurement or Solicitation #, if any:** 21-BG-05	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 82-4091915
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: Anthony Landry Date: 06/29/2021

Anthony Landry, President

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Print Name and Title:

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.* ***Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.***

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Anthony Landry, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Anthony Landry
Signature of Contractor's Authorized Official

Anthony Landry, President
Name and Title of Contractor's Authorized Official

06/29/2021
Date

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSAL PRICING FORM
RFP # 21-BG-05
Sunrise Park North – Northern Bulkhead Replacement

RFP Date: 06/29/2021

TO: The City of Holly Hill, Florida

FROM: RUSH Marine, LLC

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

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

In accordance with the RFP to provide the completed work for **the Sunrise Park North – Northern Bulkhead 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 **Sunrise Park North – Northern Bulkhead Replacement** as follows:

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
6-May-21
Page One

RESPONDENT

See last page for revised bid schedule per Addendum #1

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEMBID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF		
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA		
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF		
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA		
5	Timber Handrail System - Materials and Labor	332.0	LF		
Total - Composite Sheetpile Bulkhead & Timber Railing					

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS		
7	Demolition of Existing Structures	1.0	LS		
8	Site Restoration	1.0	LS		
9	Insurance, Licenses, Bonds and Misc.	1.0	LS		
10	Environmental Control Measures	1.0	LS		
11	Survey Layout And Asbuilts	1.0	LS		
Total - Other Costs					

See last page for revised bid schedule per Addendum #1

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing $ _____

Other Costs $ _____

Total **$** _____

Total Base Bid

Total Base Bid in Writing:

_____

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor		LF
3b	Concrete Pile Length Decrease - Materials and Labor		LF

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

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
5/6/2021 (Revised June 18, 2021)
Page One

RUSH Marine, LLC
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF	$836.34	$277,664.88
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA	$3,148.57	$132,239.94
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF	$310.19	$102,983.08
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$3,125.50	$6,251.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	350.0	CY	$35.31	$12,358.50
6	Timber Handrail System - Materials and Labor	332.0	LF	$132.96	$44,142.72
Total - Composite Sheetpile Bulkhead & Timber Railing					$575,640.12

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
7	Contractor Mobilization / Demobilization	1.0	LS	$40,869.00	$40,869.00
8	Demolition of Existing Structures	1.0	LS	$15,808.00	$15,808.00
9	Site Restortation (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$18,414.00	$18,414.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$22,252.00	$22,252.00
11	Environmental Control Measures	1.0	LS	$2,613.00	$2,613.00
12	Survey Layout And Asbuilts	1.0	LS	$4,950.00	$4,950.00
Total - Other Costs					$104,906.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 575,640.12
Other Costs	$ 104,906.00
Total	**$** 680,546.12
Total Base Bid	$680,546.12

Total Base Bid in Writing: Six Hundred Eighty Thousand, Five Hundred Forty-Six Dollars and Twelve Cents

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor	$74.28	LF
3b	Concrete Pile Length Decrease - Materials and Labor	$74.28	LF

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

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE RUSH Marine, LLC

6285 Riverfront Center Blvd. Titusville FL 32780

as Principal, hereinafter called the Principal, and Berkley Insurance Company

3375-B Capital Circle, NE Tallahassee FL 32308

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Holly Hill

1065 Ridgewood Avenue Holly Hill FL 32117

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said 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 RFP #21-BG-05; Sunrise Park North - Northern Bulkhead Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 materials 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 29th day of June, 2021

(Witness)

RUSH Marine, LLC
(Principal) (Seal)
By: Anthony Landry
Anthony Landry President (Title)

Kristie E. Shaw (Witness)

Berkley Insurance Company
(Surety) (Seal)
By: Benjamin R. Campbell Jr.
Attorney-in-Fact Benjamin R. Campbell Jr. (Title)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Daniel Laurie Sherraden; Benjamin R. Campbell, Jr.; or Charles Hodges of McGriff Insurance Services, Inc. of Tallahassee, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of February, 2021.

(Seal)

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of February, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of June, 2021.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprinting and **verification instructions** (on reverse) must be in blue ink.

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 4
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

The documents shown below should have been identified as Addendum 1, Addendum 2, and Addendum 3 respectively.

Addendum	RFP 21-BG-05 Sunrise North Park Bulkhead - Response to Questions.pdf	Responses to Questions	Amy Krok	6/22/2021 7:53:16 AM	PDF
Addendum	Report 137167 - Sunrise Park - North.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF
Addendum	Bid Schedule.Sunrise Park - North Bulkhead.rev.6.20.21.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF

By signing this Addendum, you acknowledge you have read and fully considered any information in the above listed documents as though they had been included as a part of the original Request for Proposal.

Anthony Landry — 06/29/2021

(NAME / TITLE) Anthony Landry, President

(DATE)

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 5
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The attached changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Anthony Landry / President — 06/29/2021

(NAME / TITLE) (DATE)

Anthony Landry, President

Attachment: Exhibit A (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Kiewit

CITY OF HOLLY HILL

SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT

RFP No. 21-BG-05

June 29, 2021 at 10 a.m

Contact Person
Nick Sosa
8403 South Park Circle
Suite 655
Orlando, FL 32819
407.563.7555

ELECTRONIC COPY



Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TABLE OF CONTENTS

Tab I - Management Summary Page 2

Cover Letter

Tab II - Corporate Experience and Capacity Page 6

Description of the Company

List of Equipment & Vehicles

Tab III - Customer Listing Page 14

List of previous customers for similar work

Tab IV - Acceptance of Conditions Page 16

Tab V - Documents Page 18

Professional Certifications / Licenses

Tab VI - Required Form Submittals Page 24

Standard Contract

Proporsers Checklist

Conflict of Interest Affidavit

Proporsers 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 Statements

Vendor Information

W9

Label

Debartment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Byrd Anti-Lobbying Amendment Certification Form

Tab VII - Price Proposal Form Page 60

Price Proposal

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

I. MANAGEMENT SUMMARY

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

June 29, 2021

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

RE: RFP 21-BG-05, Sunrise Park North – Northern Bulkhead Replacement

Dear Members of the Selection Committee,

Kiewit Infrastructure South Co. (KISC) is pleased to present our qualification package for the Sunrise Park North – Northern Bulkhead Replacement project. We are confident you will find our proposal responsive and responsible, and trust that our knowledge and resources will meet the requirements of the City of Holly Hill for this project.

As our experience demonstrates, KISC has completed numerous projects involving high-profile and technically challenging features. Our leaders will embrace your project vision and collaborate with the City to make the most of every opportunity, provide maximum value for the budget, and minimize schedule impacts to deliver a best-value solution for you. Other key benefits KISC can offer include:

Technical Experience to Complete the Job. Our record of proven success provides us with a unique understanding of marine construction. We will provide a hand-selected staff and craft who are uniquely suited to the tasks required based on their experience and knowledge of working in marine environments.

Schedule and Budget Certainty. We go above and beyond normal measures to meet our schedule and budget goals, often finishing ahead of anticipated completion dates and within budget. This commitment to finishing the work in the shortest time frame possible results in less impact to the public. KISC has the ability to self-perform and rapidly mobilize resources of both staff, craft, and construction equipment to complete this project. This provides schedule and budget certainty to our projects and clients.

Nobody Gets Hurt. On all our projects, we maintain our culture of "Nobody Gets Hurt" and instill a steadfast emphasis on safety. This includes everyone on or near our projects, from staff and subcontractors, to site visitors, third parties, and the traveling public. Through proper planning and a visible promotion of jobsite requirements, we can achieve an accident-free environment.

Please do not hesitate to contact me at Ben.Carnazzo@kiewit.com or at 770.487.2300 if I can be of further assistance during the evaluation of our submittal. We look forward to building a relationship with the City to complete this important project.

Sincerely,

KIEWIT INFRASTRUCTURE SOUTH CO.

Benjamin J. Carnazzo
Senior Vice President

Contact Person
Nick Sosa
8403 South Park Circle, Suite 655
Orlando, FL 32819
407.563.7555
Nick.Sosa@kiewit.com

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

OFFICER'S CERTIFICATE
OF
KIEWIT INFRASTRUCTURE SOUTH CO.

I, the undersigned, hereby certify that I am the Assistant Secretary of Kiewit Infrastructure South Co., a Delaware corporation (the "Corporation"), local address located at 1580 Sawgrass Corporate Parkway, Suite 300, Sunrise, FL 33323 and our Home Office as 1550 Mike Fahey St, Omaha NE 68102 and further certify on behalf of the Corporation that:

1. Benjamin J. Carnazzo is a duly appointed and acting Senior Vice President of the Corporation.

2. Benjamin J. Carnazzo is authorized to execute the bid on behalf of the Corporation to Holly Hill, Florida, **Sunrise Park North – Northern Bulkhead Replacement, Project No. 21-BG-05 (**the "Project"), and upon award of the Project, to execute and deliver the Project Contract, and related documents.

SIGNED AND SEALED on behalf of the Corporation on June 25, 2021.



KIEWIT INFRASTRUCTURE SOUTH CO.

By: _____

Name: Thomas J. Boyle

Title: Assistant Secretary

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 4
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

The documents shown below should have been identified as Addendum 1, Addendum 2, and Addendum 3 respectively.

Addendum	RFP 21-BG-05 Sunrise North Park Bulkhead - Response to Questions.pdf	Responses to Questions	Amy Krok	6/22/2021 7:53:16 AM	PDF
Addendum	Report 137167 - Sunrise Park - North.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF
Addendum	Bid Schedule.Sunrise Park - North Bulkhead.rev.6.20.21.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF

By signing this Addendum, you acknowledge you have read and fully considered any information in the above listed documents as though they had been included as a part of the original Request for Proposal.

Benjamin J. Carnazzo SR. VICE PRESIDENT JUNE 29, 2021

(NAME / TITLE) (DATE)

Benjamin J. Carnazzo, Sr. Vice President

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 5
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The attached changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Benjamin J. Cuny SR. VICE PRESIDENT — JUNE 29, 2021

(NAME / TITLE) (DATE)

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

II. CORPORATE EXPERIENCE AND CAPACITY

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DESCRIPTION OF THE FIRM

Kiewit Infrastructure South Co. (KISC), is a corporation that has been in business for over 51 years and currently counts with 368 full time employees. KISC is a wholly owned subsidiary of Kiewit Infrastructure Group Inc. and has no individual shareholders. Kiewit's roots can be traced back to 1884 when the Kiewit family started its small, local masonry contracting company. Since then, it has grown to be one of the leading construction and engineering corporations across North America.

Kiewit had 2020 revenues of $10 billion and possesses sufficient bonding capacity for virtually any project. In addition, its organizational structure allows Kiewit to compete locally and regionally for projects of all sizes. The organization utilizes a decentralized network of district and area offices located across the country that allows operating subsidiaries to act as local contractors with the backing and resources of a financially stable, national firm. This nationwide network optimizes the allocation of resources, including people and equipment, to best utilize the company's expertise and give our clients the best product.

Kiewit and its operating subsidiaries have built some of the largest and most challenging construction projects in North America. KISC, the contracting entity for the Northern Bulkhead Replacement, has played a major role throughout the fast-growing southeastern United States. From its beginnings in the 1970s, it has completed projects from Maryland to Florida and west to Louisiana, performing dam rehabilitation, highway, paving, and heavy grading work. KISC capabilities have expanded since then to include water and wastewater facilities, transportation, heavy civil, roadway, airport and infrastructure work.

The project will be directly managed by Nick Sosa, Project Executive, from KISC's Central Florida office located in the Orlando area. Upon notice of award, we will assign ten (10) full time employees with the expertise and experience needed to complete this project successfully.

The following pages include lists of the equipment owned by the company and the vehicles used for transportation.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Kiewit Infrastructure South Co.
Equipment List

Resource ID	Make	Model	Year	Description
TRACTORS, CRAWLER (Includes Blade)				
Cat D3, D4 / JD 450				
05-2492	CATERPILLAR	D4H	1993	Caterpillar D4H
05-2559	CATERPILLAR	D4H	1996	CATERPILLAR D4H XL
Cat D3 LGP, D4 LGP / JD 450 LGP				
05-2719	JOHN DEERE	450H	2004	JOHN DEERE 450
05-2750	JOHN DEERE	450J LGP	2005	JD 450J
05-2770	CATERPILLAR	D3G LGP	2007	CATERPILLER-D3G LGP
Cat D5 / JD 550				
05-2619	CATERPILLAR	D5M	1997	CAT D5M LGP GPS
Cat D5 LGP / JD 550 LGP				
05-2708	Caterpillar	D5N LGP FTC	2004	CATERPILLAR D5N LGP FTC
05-2778	CATERPILLAR	D5NPS LGP	2006	
Cat D6N LGP / JD 650 LGP				
05-2713	CATERPILLAR	D6N LGP	2004	D6N LGP
05-2733	CATERPILLAR	D6N LGP	2005	Cat D6N LGP
05-2767	CATERPILLAR	D6R LGP DS11	2005	Cat D6R LGP
TRACTORS, WHEEL				
Small Loader Backhoe(Cat 416-436, JD 310-510)				
06-0923	CATERPILLAR	426C	1998	CAT 426 C Combination Backhoe
06-0974	CATERPILLAR	430D	2002	430 BACKHOE
06-0975	CATERPILLAR	430D	2002	430 BACKHOE
06-0976	CATERPILLAR	430D	2002	Cat 430D IT Backhoe
06-0986	CATERPILLAR	430D IT	2003	CATERPILLER-430D IT
06-0987	CATERPILLAR	430D IT	2003	Cat 430 Backhoe Loader
06-1002	Caterpillar	430D	2004	Cat 430 D
06-1004	Caterpillar	430D	2004	Cat 430D Backhoe
MOTOR GRADERS				
Small Grader				
08-1218	LEEBOY	635	1999	Lee-Boy Mini Grader
08-1275	CHAMPION	C80C	2007	Champion C80 Motor Grader
Cat 140 Grader				
08-1212	CATERPILLAR	140H	1997	Caterpillar 140H
08-1251	CATERPILLAR	140H	2005	Cat 140 H
Cat 14 Grader				
08-1159	CATERPILLAR	14G	1994	CAT 14 G -
SOIL AUGERS & TEST DRILLS				
50,000 ft/lb Auger				
09-0102 D	APE	50B w/ 375 POWER UNIT	2008	
EXCAVATORS				
20 to 25 Metric Ton Excavator Cat 320, 321, 322, 325, JD200, PC200				
10-2368	CATERPILLAR	320B	1999	Cat 320B
10-2485	CATERPILLAR	320B	1999	Cat 320
10-2777	Caterpillar	320C LU	2004	Cat 320 LU
10-2779	CATERPILLAR	325CL	2004	Cat 325 w/aux. hyd.
30 to 33 Metric Ton Excavator Cat 330, JD330				
10-2218 A	CATERPILLAR	330B	1998	Cat 330BL
10-2756	Caterpillar	330CL	2004	Cat 330 CL
10-2842	CATERPILLAR	330CL	2005	Cat 330CL no .aux. hydraulics
10-2843	CATERPILLAR	330CL	2005	Cat 330 CL
40 to 45 Metric Ton Excavator Cat 345, JD 450, EX400, PC400				
10-2749	Caterpillar	345BL II	2004	Cat 345 w/o aux. hyd.
10-2773	Caterpillar	345BL II	2004	Cat 345 BL
10-2784	Caterpillar	345 BL	2005	CAT 345BII
10-2845	CATERPILLAR	345BL II	2005	Cat 345 BL w/aux. hydraulics
Rubber Tire Excavator M313, M315, M316, M318, M322, JD180, JD210				
10-2640	CATERPILLAR	M318	2002	Cat 318 w/Aux. hyd.
10-2771	Volvo	EW180B	2004	Volvo EW 180 B Rubber Tired Ex

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Kiewit Infrastructure South Co.
Equipment List

Resource ID	Make	Model	Year	Description
ROLLERS				
55-60" Single Drum / Smooth / Vibro				
11-1617	Vibromax	405D	2003	Vibromax 55" drum
11-1624	VIBROMAX	405D	2004	
66" Single Drum / Smooth / Vibro				
11-1340	INGERSOLL RAND	SP48DD	1989	INGERSOLL RAND-SP48DD
66" Double Drum / Smooth / Static				
11-1331	INGRAM	12 TON	1988	3 Wheel Steel Drum Roller
78-84" Single Drum / Smooth / Vibro				
11-1571	CATERPILLAR	CS563C	1996	Cat 84" Roller
11-1572	CATERPILLAR	CS563C	1996	Cat 84" Roller
11-1628	Vibromax	186D	2004	Vibromax 186D
11-1641	CATERPILLAR	CS533E	2005	CATERPILLER-CS533E
11-1708	CATERPILLAR	CS54	2007	Cat CS54 Roller
10-15 Ton Pneumatic				
11-1681	BOMAG	BW24R	2006	BOMAG-BW24R
MOTOR SCRAPERS				
613/615 Elevating Scraper				
12-1239	CATERPILLAR	613	1993	Caterpillar 613 C
Cat 623 Elevating Scraper				
12-1234	CATERPILLAR	623E	1993	Cat 623E
CRANES				
Rough Terrain Crane 40-45 Ton				
15-1529	GROVE	RT745	1988	Grove RT 745 Crane
15-1595	GROVE	RT745	1985	GROVE RT 745 CRANE
15-1671	GROVE	RT733	1990	Grove RT 733
Rough Terrain Crane 50-55 Ton				
15-1682	LINK-BELT	HSP-8050	1990	Link-Belt HSP 8050
15-2082	LINK-BELT	RTC-8050	1997	50 Ton Link-Belt
Rough Terrain Crane 60-65 Ton				
15-2242	GROVE	RT760	1998	Grove RT760
Rough Terrain Crane 80-85 Ton				
15-2308	GROVE	RT880	1999	GROVE - RT880 CRANE
Rough Terrain Crane 90-95 Ton				
15-2759	Grove	RT890E	2004	GROVE RT 890 CRANE
15-2804	GROVE	RT890E	2004	Grove RT890E
Conventional Crawler Crane 60-80 Ton - Manitowoc 2900				
15-0886	MANITOWOC	2900WC	1975	Manitowoc 2900 W
Conventional Crawler Crane 140-150 Ton - Manitowoc 3900W / 4000				
15-2965	LINK-BELT	LS 238 H5	2004	Link-Belt 140 ton crawler
EPIC Crawler Crane 100 Ton - Manitowoc 222 - LR 12000				
15-2174	MANITOWOC	222EX-OL	1997	222 Manitowoc crane 100 ton
15-2176	MANITOWOC	222EX-OL	1997	Manitowoc 222
EPIC Crawler Crane 175-200 Ton-Manitowoc 777-LR1160				
15-2160	MANITOWOC	777	1997	777 - 175 Ton Crawler Crane
15-2637	MANITOWOC	777	2000	777 - 175 Ton Crawler Crane
EPIC Crawler Crane 250-275 Ton-Manitowoc 999-LR1200SX				
15-2110	Manitowoc	999	2000	MANITOWOC 999
15-3088	MANITOWOC	999	2008	999 temp bridge
Lattice Boom Truck Crane 120 Ton				
15-0834	LINK-BELT	HC-238	1973	
BATCHING EQUIPMENT				
Double Drum Central Mix Plant				
34-0825	ERIE STRAYER	MP12C	1993	Batch Plant
Large Silos 550 - 1500 BBL				
34-0831	TEREX	VPG1200	2006	TEREX-VPG1200
34-0832	TEREX	VPG1200	2006	TEREX-VPG1200
34-0833	TEREX	VPG1200	2006	TEREX-VPG1200
34-0835	TEREX	VPG1200	2006	TEREX-VPG1200

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Kiewit Infrastructure South Co.
Equipment List

Resource ID	Make	Model	Year	Description
34-0838	TEREX	VPG1200	2006	TEREX-VPG1200
Ice Maker				
34-0851	TIPPMANN	96/400	2006	Ice Module
34-0852	TIPPMANN	96/400	2006	Ice Module
34-0853	TIPPMANN	131/500	2006	Ice Module
Pneumatic Blower 100 - 200 HP				
34-0803	CYCLONARIE	75 TPH Unloader	2001	Truck unloader
Complete Material Delivery System				
34-0846	CYCLONAIRE	CEMENT DELIVERY	2006	
34-0847	CYCLONAIRE	FLYASH DELIVERY	2006	1-pod with 6 inlets & 1-blowe
SUBGRADERS & PAVERS				
Gomaco 9500 Trimmer / Placer				
35-0244	GOMACO	9500	1989	Gomaco 9500 Trimmer
CMI Concrete Placer				
35-0350	TEREX	MTP-4004B	2007	Terex CMI Placer RINGPOWER
Gomaco GT6000 - GT6300 Commander III, IV				
35-0338	Gomaco	GT6000-90	2003	Gomaco GT 6000-90 Sidewalk pav
Gomaco 4000 Concrete Paver				
35-0310	GOMACO	GP-4000	1998	SE 4000 GP
Smoothness Indicator				
35-0346	GOMACO	GSI32	2005	GOMACO-GSI32
LOADERS, FRONT END				
Cat IT-28, 928, 930,s 938 Loader				
37-1949	CATERPILLAR	IT28G	1998	CATERPILLER-IT28G
37-2004	CATERPILLAR	IT38G II	2004	Caterpillar IT38G
37-2054	JOHN DEERE	544J	2004	John Deere 544 J
37-2110	CATERPILLAR	IT28	2004	Cat IT 28
Cat 950, IT-62G JD 644, WA250, L120 Loader				
37-1620	VOLVO	L120C	1996	Volvo L120
37-1752	VOLVO	L-120C	1997	Volvo L 120
37-1779	CATERPILLAR	950F	1997	Cat 950 F
37-1957	CATERPILLAR	950G	2001	950G wheel loader
37-1999	CATERPILLAR	950GII	2004	Cat 950 G
37-2002	CATERPILLAR	IT62G II	2004	IT 62 loader
37-2023	Caterpillar	IT62G II	2004	Cat IT 62 G
37-2026	JOHN DEERE	644J	2004	John Deere 644 J
37-2164	CATERPILLAR	IT62H	2006	
Cat 966 JD 744, WA 500, L150 Loader				
37-1626	CATERPILLAR	966F	1996	Cat 966F
37-1628	CATERPILLAR	966F	1996	Cat 966F
37-1723	CATERPILLAR	966F	1997	Cat 966F
37-2001	CATERPILLAR	966GII	2004	Cat 966 G
Cat 980, JD844, WA600 Loader				
37-1430 A	CATERPILLAR	980F	1992	CAT 980 F
LIFT TRUCKS				
6,000 - 8,000 lb Straight Mast				
48-0377	CASE	586E	1997	Yard Fork Lift
16,000 - 20,000 lb Straight Mast				
48-0521	TAYLOR	GT210	1999	Taylor fork
6,000 - 8,000 lb Extendable				
48-0514	CATERPILLAR	TH82	2001	Cat TH 82
9,000 - 10,000 lb Extendable				
48-0427	CATERPILLAR	TH103	1998	Cat TH103
48-0513	CATERPILLAR	TH103	2001	TH103 Telehandler
48-0516	INGERSOLL RAND	VR1044	2001	IR Tele-handler
48-0583	Caterpillar	TH560B	2004	Caterpillar TH560B

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

LIST OF VEHICLES

RECIPIENT/WORK CENTER	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL YEAR	RECIPIENT CITY
104810 - CFRC Capital Improvements - Multiple	FORD-F-150 4X4 (WHITE)	FORD	2018	CLERMONT
104159 - Herbert Hoover S-284 / HP-5	FORD-USED-F-150 (WHITE)	FORD	2014	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-150 (WHITE)	FORD	2018	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-150 SUPERCREW	FORD	2017	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-150 SUPERCREW	FORD	2018	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-150 4X4 SUPERCREW	FORD	2020	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-250	FORD	2015	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-250	FORD	2015	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-250 CC	FORD	2018	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-250 CC	FORD	2018	MOORE HAVI
104159 - Herbert Hoover S-284 / HP-5	FORD-F-550 CHASSIS	FORD	2018	MOORE HAVI
104628 - Ponce Inlet North Jetty	FORD-F-150	FORD	2018	NEW SMYRN BEACH
104628 - Ponce Inlet North Jetty	FORD-F-150	FORD	2018	NEW SMYRN BEACH
104628 - Ponce Inlet North Jetty	FORD-F-150	FORD	2018	NEW SMYRN BEACH
104628 - Ponce Inlet North Jetty	FORD-F-150	FORD	2018	NEW SMYRN BEACH
104628 - Ponce Inlet North Jetty	FORD-F-150 CC	FORD	2018	NEW SMYRN BEACH
104628 - Ponce Inlet North Jetty	FORD-F-250	FORD	2019	NEW SMYRN BEACH
104656 - S-291 SCADA Retrofit	FORD-F-150	FORD	2013	OKEECHOBE
103910 - S-191A Pump Station	FORD-F-150 CC	FORD	2018	OKEECHOBE
104656 - S-291 SCADA Retrofit	FORD-F-250	FORD	2019	OKEECHOBE
103910 - S-191A Pump Station	FORD-F-250	FORD	2019	OKEECHOBE
103344 - Orlando Landside Carrying Job	FORD-FUSION	FORD	2017	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-FUSION	FORD	2017	ORLANDO
104205 - STC Airfield Civil	FORD-FUSION SE	FORD	2014	ORLANDO
104105 - Orlando Yard	FORD-EXPEDITION 4X4	FORD	2017	ORLANDO

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

RECIPIENT/WORK CENTER	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL YEAR	RECIPIENT CITY
104105 - Orlando Yard	FORD-F-150	FORD	2014	ORLANDO
104105 - Orlando Yard	FORD-F-150	FORD	2013	ORLANDO
104105 - Orlando Yard	FORD-F-150 (WHITE)	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150	FORD	2013	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150 (WHITE)	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2013	ORLANDO
104105 - Orlando Yard	FORD-F-150	FORD	2014	ORLANDO
104105 - Orlando Yard	FORD-F-150	FORD	2014	ORLANDO
104205 - STC Airfield Civil	FORD-F-150 (WHITE)	FORD	2012	ORLANDO
104105 - Orlando Yard	FORD-F-150	FORD	2013	ORLANDO
104105 - Orlando Yard	FORD-F-150	FORD	2013	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150	FORD	2013	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2014	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2014	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2013	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2013	ORLANDO
104105 - Orlando Yard	FORD-USED-F-150 (WHITE)	FORD	2014	ORLANDO
104105 - Orlando Yard	FORD-F-150	FORD	2013	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-150	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-150 SUPERCREW	FORD	2017	ORLANDO
104105 - Orlando Yard	FORD-F-150 SUPERCREW	FORD	2014	ORLANDO
104205 - STC Airfield Civil	FORD-F-150 SUPERCAB	FORD	2011	ORLANDO
104205 - STC Airfield Civil	FORD-F-150 SUPERCREW	FORD	2017	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150 SUPERCREW	FORD	2017	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150 CC	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-150 SUPERCREW	FORD	2014	ORLANDO
104205 - STC Airfield Civil	FORD-F-150 4X4 SUPERCREW	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-150 4X4 SUPERCREW	FORD	2018	ORLANDO

RECIPIENT/WORK CENTER	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL YEAR	RECIPIENT CITY
103344 - Orlando Landside Carrying Job	FORD-F-250	FORD	2019	ORLANDO
104105 - Orlando Yard	FORD-F-250 (WHITE)	FORD	2015	ORLANDO
104105 - Orlando Yard	FORD-F-250	FORD	2019	ORLANDO
104105 - Orlando Yard	FORD-F-250	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2019	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-250 (WHITE)	FORD	2015	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2015	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2016	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 UTILITY	FORD	2017	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-250	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-250	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2020	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC	FORD	2018	ORLANDO
103344 - Orlando Landside Carrying Job	FORD-F-250 CC (WHITE)	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250	FORD	2014	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC	FORD	2019	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC 4X4	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC 4X4	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC 4X4	FORD	2018	ORLANDO
104205 - STC Airfield Civil	FORD-F-250 CC 4X4	FORD	2018	ORLANDO
104205 - STC Airfield Civil	KENWORTH-T300	KENWORTH	2010	ORLANDO
104205 - STC Airfield Civil	KENWORTH-T370	KENWORTH	2013	ORLANDO
104205 - STC Airfield Civil	FORD-F-350	FORD	2013	ORLANDO
104205 - STC Airfield Civil	FORD-F-350	FORD	2011	ORLANDO
104205 - STC Airfield Civil	FORD-F-550	FORD	2017	ORLANDO
104205 - STC Airfield Civil	FORD-F550 4X4	FORD	2017	ORLANDO
104205 - STC Airfield Civil	FORD-F-550	FORD	2019	ORLANDO
104807 - T2790 US 1 Digouts	FORD-USED-EXPLORER	FORD	2016	SAINT AUGUSTINE
104807 - T2790 US 1 Digouts	FORD-F-150	FORD	2013	SAINT AUGUSTINE
104807 - T2790 US 1 Digouts	FORD-F-150	FORD	2018	SAINT AUGUSTINE
104807 - T2790 US 1 Digouts	FORD-F-150 SUPERCREW	FORD	2017	SAINT AUGUSTINE
104807 - T2790 US 1 Digouts	FORD-F-250 CC	FORD	2019	SAINT AUGUSTINE

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

III. CUSTOMER LISTING

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

CUSTOMER LISTING

CLIENT NAME, ADDRESSAND PHONE NUMBER	DESCRIPTION OF SERVICES	START DATE / COMPLETION DATE	CONTACT REFERENCE
Florida Department of Transportation 1000 NW 111th Ave Miami, FL 33172 (352) 848-2600	**Bakers Haulover** Rehabilitation of Bakers Haulover Bridge to extend the life of the structure. The scope for this unique, riveted steel plate, twin-girder bridge involved rebuilding the seawalls on both sides of the inlet, completing underwater concrete formwork, and repairing, rehabilitating, and painting the bridge. There were structural steel repairs to the bridge, which required jacking the bridge and replacing the existing bearings (16 each elastomeric bearings and 16 multi-rotational bearings).	January 2017 - August 2018	Pablo Orozco (305) 470-5100
USACE 701 San Marco Boulevard PO Box 4970 Jacksonville, FL 32207-8175 (904) 232-1177	**S-288** Removal and replacement of drainage structure and levee section along the Harvey Pond Canal on the Herbert Hoover Dike near Lake Okeechobee. The work included demolition of existing culvert, placing lengths of cutoff wall at the culvert location, placement of new cast-in-place concrete culvert structure with gates and control systems at the same location, and restoring the embankment. The scope also included construction of cofferdams, dewatering, rewatering upon completion for the new culvert structure and removal of the cofferdams.	September 2018 - June 2021	Sammy Nmair (561) 310-8100
City of Aventura 19200 West Country Club Drive Aventura, FL 33180 (305) 466-8900	**NE 183rd Seawall** NE 183rd St. repairs consisted of the rehabilitation of a 1,500 LF seawall along the subsidiary of the intercostal waterway in Aventura, FL. This wall was constructed during the development of the City and required extensive spall repairs to be completed due to the corosive environment surrounding it. Scope consisted of the demolition of spalled concrete within the concrete piles, installation of a three-sided fiberglass pile jacket and placement of high strength concrete within the jacket. The jackets were 6' in height and wrapped around 105 EA pile along the 1,500LF of existing seawall.	August 2017 - September 2018	Antonio Tomei (305) 466-8923
City of Key West 1300 White Street Key West, FL 33040 (305) 809-3747	**Rest Beach Stabilization** The project consisted of the installation of a new seawall to prevent erosion. It included construction of 700 linear feet of steel sheet pile sea wall with reinforced concrete cap, concrete sidewalk removal and repair, installation of a hand rail and post-and-rope fence, removal, preservation and re-planting of vegetation and installation of concrete beach access steps.	March 2018 - September 2018	Steve McAlearney (305) 809-3747

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

IV. ACCEPTANCE OF CONDITIONS

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)
IV. ACCEPTANCE OF

Acceptance of Conditions

After reviewing the general terms and all other requirements, Kiewit Infrastructure South Co. accepts the terms and conditions as listed on the RFP documents. There are no exceptions to be taken.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

V. DOCUMENTS

Ron DeSantis, Governor

Halsey Beshears, 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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CGC1511417

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, 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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CUC1224233

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CFC1427088

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CMC1249632

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

State of Florida
Department of State

I certify from the records of this office that KIEWIT INFRASTRUCTURE SOUTH CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on November 10, 1976.

The document number of this corporation is 837350.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 10, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2021

Secretary of State

Tracking Number: 3845443413CU

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

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

VI. REQUIRED FORM SUBMITTALS

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

I M P O R T A N T: **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 # 21-BG-05, Proposal Title "Sunrise Park North – Northern Bulkhead Replacement " and Due Date "June 29th , 2021 @ 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

Kiewit Infrastructure South Co.	**8403 South Park Circle, Suite 655**
Company	Address
Authorized Signature	**Orlando, FL 32819**
	City, State, Zip Code
Benjamin J. Carnazzo, Sr. Vice President	**407-563-7555**
Printed Name & Title	Telephone No.
Ben.Carnazzo@kiewit.com	**770-487-0005**
Email	Fax No.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North - Northern Bulkhead Replacement
Request for Proposal (RFP) 21-BG-05

THIS AGREEMENT is made and entered into this_____day of XXX , 2021, by and between **Kiewit Infrastructure South Co.**, duly authorized to conduct business in the State of Florida and whose address is **8403 South Park Circle, Suite 655, Orlando, FL 32819**, 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 #21-BG-05), 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:
Benjamin J. Carnazzo, Sr. Vice President (Name, Title)
Kiewit Infrastructure South Co. (Company)
8403 South Park Circle, Suite 655 (Address)
Orlando, FL 32819 (City, State, Zip)
407-563-7555 (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.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

SECTION 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 CONCERNNG 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 #21-BG-05
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS Kiewit Infrastructure South Co.
By: _____
Benjamin J. Carnazzo **Sr. Vice President**

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2021 under Agenda Item No._____.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

Kiewit Infrastructure South Co. Company	**8403 South Park Circle, Suite 655** Address
Authorized Signature	**Orlando, FL 32819** City, State, Zip Code
Benjamin J. Carnazzo, Sr. Vice President Printed Name & Title	**407-563-7555** Telephone No.
Ben.Carnazzo@kiewit.com Email	**770-487-0005** Fax No.

State of **Georgia**)
City of **Newnan**)

SUBSCRIBED AND SWORN to before me this 29 day of JUNE, 2021, by **Benjamin J. Carnazzo**, who is personally known to me to be the **Sr. Vice President** for the Firm, OR who produced the following identification: **N/A**

Notary Public

JESSICA WOLFE
Notary Public, Georgia
Coweta County
My Commission Expires
January 27, 2024

My Commission Expires: **1.27.2024**

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
	See Attachment 1	$
		$

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

N/A

OTHER INFORMATION ABOUT PROJECTS:

N/A

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

STATEMENT OF LITIGATION:

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

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

See Attachment 2

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): Bank of America | One Bryant Park, 18th Floor| New York, NY 10036

First National Bank| 1620 Dodge Street| Omaha, NE 68197

Surety/Underwriter: (if required) Travelers Casualty and Surety Company of America

Other References: (Use additional sheets if necessary)
Yancy Brothers Co. | 259 Lee Industrial Blvd.| Austell, GA 30168

Gomaco Corporation | 121 Highway 174 | Ida Grove, IA 51445

TYPE OF FIRM:

☑ Corporation/Years in Business: 51 . If firm is a corporation, please list state in which it is incorporated: Delaware . 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.

Kiewit Infrastructure South Co.
Company

Authorized Signature

8403 South Park Circle, Suite 655
Address

Orlando, FL 32819
City, State, Zip Code

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ATTACHMENT 1: MAJOR WORK UNDER CONTRACT

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Kiewit

QUALIFICATION FORM

ATTACHMENT 1: Work Under Contract

PROJECT NAME	SCOPE	OWNER	CONTRACT AMOUNT	PERCEN COMPLE
Ponce De Leon	North Jetty Rehabilitation and Aid to Navigation Replacement	USACE	$7M	20%
Groometown Road Water Booster Station	Addition of a Water Booster Station to the existing Groometown Road Water Tank. Installation of two new 2.5 MGD Centrifugal Axial Split Case Pumps.	City of Greensboro	$2.5M	1%
Orlando Landside Terminal	Landside Terminal, structures and site work CMAR for the new OIA South Terminal program. Project scope includes: Terminal Building (16-24 gates), Apron/ Taxiway and associated underground utilities, Parking Garage extension and Tie in to APM/ITF complex.	Greater Orlando Aviation Authority	Total Value: $1.4B Kiewit Share: $350M	76%
Concourse T	General repairs to bridges, walls, paving, and misc. items	City of Atlanta	$10.4M	95%
Herbert Hoover S-288	Removal & replacement of drainage structure	USACE	$18.6M	96%
Dulles Corridor Metrorail Project-Ph 2	Complete the design and construction of the 23.1 mile extension of WMATA's Metrorail System in the Dulles Corridor	Metropolitan Washington Airports Authority	$1.4B	93%
S191A Pump Station	New pump station construction	South Florida Water Management	$32.3M	97%
Herbert Hoover S-284 (HP-5)	Removal & replacement of existing culvert	USACE	$24M	72%
STC Airfield Civil	New Apron. Site work for concrete and apron paving	Greater Orlando Aviation Authority	$201M	69%
Port Everglades Southport Turning Notch CMAR	Upgrade of crane rails and infrastructure	Broward County	$417M	81%
CERP BBCW Pump Station S-709	One 40 cfs electric powered pump station designed to pump water from one canal and discharge it to the North. Construction includes installation of piles, precast concrete, tremie concrete, culvert, pre-cast building, pumps and pump station controls.	USACE	$8.2M	29%
L-67a Structures	Spoil Pile Removal and L-67C Gap	USACE	$40.5M	4%
Central Florida Rail Corridor (CFRC) Capital Improvements	Repairs, installations, and debris removal for the Lake Monroe Drawbridge, bridge repairs to the US 17/92 bridge, and trainman walkway improvements.	FDOT	$2M	0.0%
S-291 SCADA Retrofit	The scope of the project is to retrofit the controls of the head water section of S-291 and install SCADA equipment including stilling wells on both sides (C-40/L-59) and a new control building to allow for remote operation	South Florida Water Management District	$1.3M	46%
Wastewater Reclamation Facility Biological Treatment Plant Improvements	Upgrades to the biological treatment/nutrient removal process (BNR), primary and secondary clarifiers, blower and air header, denitrification filters, isolation and weir gates, instrumentation and controls, and electrical	City of Largo	$57.9M	82%
Turning North Pckgs 7, 14, & 18	Self perform civil work packages	Broward County	$23M	32%
Loveland Grand Master Lift Station	Construction of a major pump station and gravity sewer improvements	Charlotte County	$21.4M	92%

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROJECT NAME	SCOPE	OWNER	CONTRACT AMOUNT	PERCENT COMPLET
Tampa Pipes Infrastructure Improvements	This project includes water, wastewater, stormwater, and transportation improvements performed under single projects for areas within the City of Tampa that have multiple infrastructure needs	City of Tampa	$4.2M	91%
Railroad Ave. Extension	1.3 Mile roadway extension and alignment with a bridge	SCDOT	$13.4M	1%
Murphy Road Bridge Replacement	The complete project scope includes removal and replacement of the box culvert with a precast concrete arch bridge structure, clearing and grubbing,guardrail, resurfacing improvements, signing and pavement markings, sodding, maintenance of traffic controls, and erosion and sedimentation control measures.	Martin County	$4.5M	4%
SR 417 Bridge over SR 528 Preservation	Replacement of the SR 417 ramp bridge bearings over SR 528 in Orange County, FL	Central Florida Expressway Authority	$1.4M	0.0%
SE 5ht Avenue Improvements	Replacement of the SE 5th Ave bridge	City of Pompano Beach	$2.7M	11%
Streambank Repairs	Streambank stabilization and greenway improvements	City of Raleigh	$1.2M	7%
I-40 Hernando DeSoto Bridge Emergency	Emergency repairs on the I-40 Hernando DeSoto Bridge over the Mississippi River	Tennessee Department of Transportation	$2M	0%
T2790 US 1 Digouts	The improvements under this contract consist of concrete rehabilitation, milling and resurfacing, base work, drainage improvements, curb and gutter, traffic signals, guardrail, highway signing, sidewalk and other incidental construction on SR 5/US 1 in St. Johns County from SR 207 to City Gates.	FDOT	$15.4M	0%
Madison Station	Reconstruction of traffic signal, appoximately 1800 linear feet of two-lane roadway, a two-lane roundabout, paving and streetscaping for approximately 3500 linear feet, streetlights, with sidewalk and bike trail.	City of Nashville	$4.4M	5%
TXDOT Winkler Co SH 302	Reconstruction of SH 302 including grade separation structures at SH 115 and the Texas New Mexico Railroad. Work consists of grading, aggregate base, cement treatment, drainage, walls, bridges, roadway, signage, and lighting.	Texas Department of Transportation	$54.5M	13%
TXDOT Potter County SH 136 0379-02-032	Work consists of highway safety improvements in Travis County, Texas	Texas Department of Transportation	$9.3M	34%
Moore County Travelers	Finish original scope plus remediation of defective work by original contracto	Texas Department of Transportation	$12.3M	97%
TXDOT Armstrong 0042-04-043	Works on Highway US 287, in Armstrong County, Texas	Texas Department of Transportation	$9.2M	98%
Jack-Stone 10	Improve an intersection and widen 1,300 miles of highway 10 in Pulaski County.	Arkansas State Highway and Transportation Department	$86M	31%
MacDuff Parkway Multi-Use Path Bridge	This project involves the design and construction of a multi-use path bridge that connects over 1,300 single family homes and over 400 apartments to easily access a nature area and shopping center, which was previously dangerous for pedestrians to cross.	City of Peachtree City	$3M	97%
MECT - MARTA VMS System Upgrades	Upgrade the Variable Message Sign (VMS) equipment at all of MARTA's 38 rail stations. Scope includes removal, replacement and addition of 352 total variable message signs including extending conduit runs and total replacement of cable.	Metropolitan Atlanta Rapid Transit Authority	$9.8M	97%

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ATTACHMENT 2: OUTSTANDING JUDGMENTS, CLAIMS OR SUITS

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Kiewit

QUALIFICATION FORM

ATTACHMENT 2: Outstanding judgments, claims or suits

MATTER NAME	COURT NAME	PROJECT	DATE FILED	SUMMARY
Titan Florida, LLC v. Kiewit Infrastructure South Co., and Travelers Casualty and Surety Company of America.	Circuit Court of the 13th Judicial Circuit in and for Hillsborough County, FL; 21-CA-456	Selmon West Expressway	1/18/2021	Lawsuit by concrete supplier against Kiewit Infrastructure South Co. alllegin payments owed for work performed regarding the Selmon Expressway Western Extension in Tampa, FL.
Kiewit Infrastructure South Co., v. MACK Industries, Inc. d/b/a MACK Concrete Industries, Inc. and Western Surety Company	U.S. District Court, Middle District of FL; 20-cv-660	Loveland Grand Master Lift Station	8/27/2020	Lawsuit by Kiewit Infrastructure South Co. against supplier MACK Industries, Inc. d/b/a MACK Concrete Industries, Inc. regarding breach of contract, indemnification and a claim against Western Surety Company to pay surety bond regarding the Loveland Grand Master Lift Station Project, Charlotte County, Florida.
Hayley Carson Odom Cordrays Mill Plantation, LLC v. Kiewit Infrastructure South Co, Andy O'Keefe and Kenneth Ledbetter	Superior Court of Calhoun County State of Georgia; 19-V-053	Cordrays Pond	6/27/2019	Lawsuit by Hayley Carson Odom alleging violations of the lease and various tort actions arising from Kiewi Infrastructure South Co.'s removal of material from her property in connection with the GDOT Project SR4 Cordrays Pond in Calhoun County, GA.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-05 " Sunrise Park North – Northern Bulkhead 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 #21-BG-05**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 29 day of JUNE, 2021 in the City of ORLANDO, in the State of FLORIDA.

Kiewit Infrastructure South Co.
Company

Authorized Signature

8403 South Park Circle, Suite 655
Address

Orlando, FL 32819
City, State, Zip Code

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID BOND

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

Kiewit Infrastructure South Co.
8403 South Park Circle, Suite 655
Orlando, FL 32819

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Sunrise Park North - Northern Bulkhead Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Signed and sealed this 25th day of June, 2021

Kiewit Infrastructure South Co.
(Principal) (Seal)

By: Benjamin J. Carnazzo
(Title) Benjamin J. Carnazzo Sr. Vice President

(Witness) Thomas J. Boyle

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: Tammy Pike
(Title) Tammy Pike
Non-Resident Agent & Attorney-in-Fact

(Witness) Deanne Jones

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones** of **Omaha, Nebraska** their true andlawful Attorney-in-Fact to sign, execute, seal and acknowledge any and allbonds, recognizances, conditional undertakings and other writings obligatoryin the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons,guaranteeing the performance of contractsand executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of June , 2021

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

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

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

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 21-BG-05 and **Sunrise Park North – Northern Bulkhead 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**.

Kiewit Infrastructure South Co.
Company

Authorized Signature

Benjamin J. Carnazzo, Sr. Vice President
Printed Name & Title

Ben.Carnazzo@kiewit.com
Email

Midwest Agencies, Inc.
Insurance Agency

Signature of Proposer's Agent

8403 South Park Circle, Suite 655
Address

Orlando, FL 32819
City, State, Zip Code

407-563-7555
Telephone No.

770-487-0005
Fax No.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Evidence of Coverage

DATE (MM/DD/YYYY)
6/18/2021

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Midwest Agencies, Inc. 1550 Mike Fahey Street Omaha, NE 68102	CONTACT NAME: Traci Sutton PHONE (A/C, No, Ext): 402-271-2956 FAX (A/C, No): 402-271-2997 E-MAIL ADDRESS: Traci.Sutton@MidwestAgenciesInc.com
INSURED Kiewit Infrastructure South Co. 8403 South Park Circle, Suite 655 Orlando FL 32819	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : North American Capacity Insurance Co — 25038 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 62380826 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Professional Liability			MWZZ 312912	3/1/2021	3/1/2022	$5,000,000 Each Claim & Aggregate	
B	Excess Contractors Prof Liability			CTE 2000096	3/1/2021	3/1/2022	$20,000,000 Each Claim & Aggregate	

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

RFP Number 21-BG-05 and Sunrise Park North – Northern Bulkhead Replacement
Evidence of Coverage

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Philip G. Dehn

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Evidence of Coverage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2021

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

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

PRODUCER
Midwest Agencies, Inc.
1550 Mike Fahey Street
Omaha, NE 68102

CONTACT NAME: Traci Sutton
PHONE (A/C, No, Ext): 402-271-2956 FAX (A/C, No): 402-271-2997
E-MAIL ADDRESS: Traci.Sutton@MidwestAgenciesInc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kiewit Infrastructure South Co.
8403 South Park Circle, Suite 655
Orlando FL 32819

COVERAGES CERTIFICATE NUMBER: 62380815 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	✓		MWZY 312911	3/1/2021	3/1/2022	EACH OCCURRENCE	$5,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000,000
	✓ Contractual Liability						MED EXP (Any one person)	$10,000
	✓ XCU Included						PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✓		MWTB 312910	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 312908	3/1/2021	3/1/2022	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		MWXS 312909	3/1/2021	3/1/2022	E.L. EACH ACCIDENT	$5,000,000
	(Mandatory in NH)			MWFEX 312928	3/1/2021	3/1/2022	E.L. DISEASE - EA EMPLOYEE	$5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			MWCEX 316021	3/1/2021	3/1/2022	E.L. DISEASE - POLICY LIMIT	$5,000,000
				USL&H & Jones Act StopGap				

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

RFP Number 21-BG-05 and Sunrise Park North – Northern Bulkhead Replacement
Evidence of Coverage

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Philip G. Dehn

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

MWZY 312911

6/18/2021

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE TO SCHEDULED PERSON(S) OR ORGANIZATION(S)

SCHEDULE

Person(s) or Organization(s): All Certificate Holders where Notice of Cancellation is required by written contract with the Named Insured

Address:

Reasons:	**Number of Days Notice**
Nonpayment Of Premium:	10 Days
Cancellation For Any Other Reason:	90 Days
Nonrenewal (When We Do Not Renew):	90 Days
Material Change In Coverage:	90 Days

For any reasons described in the above Schedule for which the Number of Days Notice is completed, we agree to mail advance written notice of not less than the Number of Days shown in the above Schedule to the Person(s) or Organization(s) at the Address shown in the above Schedule.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

MWZY 312911 6/18/2021

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE TO SCHEDULED PERSON(S) OR ORGANIZATION(S)

SCHEDULE

Person(s) or Organization(s): All Certificate Holders where Notice of Cancellation is required by written contract with the Named Insured

Address:

Reasons:	**Number of Days Notice**
Nonpayment Of Premium:	10 Days
Cancellation For Any Other Reason:	90 Days
Nonrenewal (When We Do Not Renew):	90 Days
Material Change In Coverage:	90 Days

For any reasons described in the above Schedule for which the Number of Days Notice is completed, we agree to mail advance written notice of not less than the Number of Days shown in the above Schedule to the Person(s) or Organization(s) at the Address shown in the above Schedule.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

6/18/2021

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US ENDORSEMENT

SCHEDULE

Number of Days Notice of Cancellation: 90

Person or Organization:

ALL CERTIFICATE HOLDERS WHERE NOTICE OF CANCELLATION IS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED

Address:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancelation in the schedule above, we will mail notice of cancelation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancelation in the schedule above before the effective date of cancelation.

WC 99 03 65 (03/11)

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead 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 Statues, as stated above?

☑ **YES**
☐ **NO**

Kiewit Infrastructure South Co. Company	**8403 South Park Circle, Suite 655** Address
 Authorized Signature	**Orlando, FL 32819** City, State, Zip Code
Benjamin J. Carnazzo, Sr. Vice President Printed Name & Title	**407-563-7555** Telephone No.
Ben.Carnazzo@kiewit.com Email	**770-487-0005** Fax No.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Georgia

County of Coweta

Benjamin J. Carnazzo, being first duly sworn, deposes and says that:

He/she is Sr. Vice President of Kiewit Infrastructure South Co., 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.

Kiewit Infrastructure South Co.
Company

Authorized Signature

Benjamin J. Carnazzo, Sr. Vice President
Printed Name & Title

Ben.Carnazzo@kiewit.com
Email

8403 South Park Circle, Suite 655
Address

Orlando, FL 32819
City, State, Zip Code

407-563-7555
Telephone No.

770-487-0005
Fax No.

Subscribed and sworn to before me this 29 day of JUNE, 2021.

Notary
Title

My Commission Expires: 1.27.2024

STATE OF GEORGIA NOTARY PUBLIC
JESSICA WOLFE
Notary Public, Georgia
Coweta County
My Commission Expires
January 27, 2024

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACKNOWLEDGEMENTS
RFP # 21-BG-05 Sunrise Park North – Northern Bulkhead Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Sunrise Park North – Northern Bulkhead 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 Sunrise Park North - Northern Bulkhead 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 Sunrise Park North – Northern Bulkhead Replacement within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 29 day of JUNE (Month), 2021 (Year)

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

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

Address: _____

_____

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

NOT APPLICABLE

Taxpayer Identification Number (TIN): _____

CORPORATION

By: Benjamin J. Carnazzo / Benjamin J. Carnazzo
(Signature) (Print name)

Address: 8403 South Park Circle, Suite 655

Orlando, FL 32819

Telephone: (407) 563.7555 Fax: (770) 487.0005

Taxpayer Identification Number (TIN/EIN): 47-0530367

State Under Which Corporation Was Chartered:
Delaware

Corporate President: Scott L. Cassels
(Print Name)

Corporate Secretary: Michael F. Norton
(Print Name)

Corporate Treasurer: Stephen S. Thomas
(Print Name)

CORPORATE SEAL

Attest By: Thomas J. Boyle
Asst. Secretary

Signature: _____ Date: June 29, 2021

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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: **Kiewit Infrastructure South Co.**

Authorized representative (printed): **Benjamin J. Carnazzo**

Authorized representative (signature): Benjamin J. Carnazzo

Project Number: **21-BG-05** Date: JUNE 29, 2021

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 Department of Transportation**
   Address: **1000 NW 111th Avenue, Miami, FL 33172**
   Point of Contact: **Pablo Orozco**
   Phone #: **305.470.5100** Email address: **pablo.orozco@dot.state.fl.us**
   Service(s) Provided: **Rehabilitation of Bakers Haulover Bridge. Scope included rebuilding seawalls completing underwater concrete formwork, and structural steel repairs**
   Dates of Service: **January 2017 - August 2018**

2. Name of Company: **USACE**
   Address: **701 San Marco Boulevard, PO Box 4970, Jacksonville, FL 32207-8175**
   Point of Contact: **Sammy Nmair**
   Phone #: **561.310.8100** Email address: **sammy.n.nmair@usace.army.mil**
   Service(s) Provided: **Removal and replacement of drainage structure and levee section on the Herbert Hoover Dike. Work included demolition of existing culvert, and a new cast-in-place concrete culvert structure**
   Dates of Service: **September 2018 - June 2021**

3. Name of Company: **City of Aventura**
   Address: **19200 West Country Club Drive, Aventura, FL 33180**
   Point of Contact: **Antonio Tomei**
   Phone #: **305.466.8923** Email address: **tomeit@cityofaventura.com**
   Service(s) Provided: **Rehabilitation of a 1,500 LF seawall. Work included demolition of spalled concrete within the concrete piles, installation of a three-sided fiberglass pile jacket and placement of high strength concrete within the jacket**
   Dates of Service: **August 2017 - September 2018**

4. Name of Company: **City of Key West**
   Address: **1300 White Street, Key West, FL 33040**
   Point of Contact: **Steve McAlearney**
   Phone #: **305.809.3747** Email address: **smcalearney@cityofkeywest-fl.gov**
   Service(s) Provided: **Installation of a new seawall to prevent erosion. Work included 700 LF of steel sheet pile seawallwith reinforced concrete cap, sidewalk removal and repair, landscaping and installation of concrete beach ste**
   Dates of Service: **March 2018 - September 2018**

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 **Benjamin J. Carnazzo, Sr. Vicepresident** (Print Individual's Name and Title)
for **Kiewit Infrastructure South Co.**
(Print Name of Entity Submitting Sworn Statement)
whose business is **8403 South Park Circle, Suite 655, Orlando, FL 32819**

and (if applicable) its Federal Employer Identification Number (FEIN) is **47-0530367**

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.

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

Benjamin J. Carnazzo
(Signature)

Sworn and subscribed before me this 29TH day of June, 2021.

Personally known Benjamin J. Carnazzo

Jessica Wolfe
(Notary)

OR produced identification N/A

Notary Public State of Georgia

N/A
(Type of Identification)

My commission expires: 1.27.2024

JESSICA WOLFE
Notary Public, Georgia
Coweta County
My Commission Expires
January 27, 2024

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 47-0530367

Firm Name: Kiewit Infrastructure South Co.

Mailing Address: 8403 South Park Circle, Suite 655
Orlando, FL 32819

Telephone No.: 407-563-7555 Fax No.: 770-487-0005

Email Address: Ben.Carnazzo@kiewit.com Web Address: www.kiewit.com

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

Firm Name: Kiewit Infrastructure South Co.

Remittance Address: 8403 South Park Circle, Suite 655
Orlando, FL 32819

Submitted by: Benjamin J. Carnazzo

Name & Title Printed: Benjamin J. Carnazzo, Sr. Vice President

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead 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)
Kiewit Infrastructure South Co.

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code
Peachtree City, GA 30269

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
47:0530367

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ June 29, 2021

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)

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Number: 21-BG-05

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Kiewit Infrastructure South Co.		Doing business as (DBA) N/A	
ADDRESS 8403 South Park Circle, Suite 655, Orlando, FL 32819	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 47-0530367
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: June 29, 2021

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION
(FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.* ***Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.***

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **Kiewit Infrastructure South Co.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Benjamin J. Carnazzo, Sr. Vice President
Name and Title of Contractor's Authorized Official

JUNE 29, 2021
Date

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VII. PRICE PROPOSAL FORM

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSAL PRICING FORM
RFP # 21-BG-05
Sunrise Park North – Northern Bulkhead Replacement

RFP Date: June 29, 2021

TO: The City of Holly Hill, Florida

FROM: **Kiewit Infrastructure South Co.**

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 **the Sunrise Park North – Northern Bulkhead 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 **Sunrise Park North – Northern Bulkhead Replacement** as follows:

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
6-May-21
Page One

RESPONDENT

NO	DESCRIPTION	~~QUANT~~	~~UNIT~~	~~UNIT PRICE~~	~~TOTAL LINE ITEMBID AMOUNT~~
Composite Sheetpile Bulkhead & Timber Railing					
~~1~~	~~Composite Sheetpile - Furnish and Install~~	~~332.0~~	~~LF~~		
~~2~~	~~14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install~~	~~42.0~~	~~EA~~		
~~3~~	~~24"x33" Min. Concrete Cap - Materials and Labor~~	~~332.0~~	~~LF~~		
~~4~~	~~Form and Pour Concrete Closures (Plugs) - Materials and Labor~~	~~2.0~~	~~EA~~		
~~5~~	~~Timber Handrail System - Materials and Labor~~	~~332.0~~	~~LF~~		
~~Total - Composite Sheetpile Bulkhead & Timber Railing~~					

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
5/6/2021 (Revised June 18, 2021)
Page One

Benjamin J. Carnazzo
RESPONDENT
Benjamin J. Carnazzo, Sr. Vice President
Kiewit Infrastructure South Co.

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF	1,500.00	498,000.00
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA	7,500.00	315,000.00
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF	1,000.00	332,000.00
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	5,000.00	10,000.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	350.0	CY	70.00	24,500.00
6	Timber Handrail System - Materials and Labor	332.0	LF	350.00	116,200.00
Total - Composite Sheetpile Bulkhead & Timber Railing					1,295,700.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
7	Contractor Mobilization / Demobilization	1.0	LS	165,000.00	165,000.00
8	Demolition of Existing Structures	1.0	LS	50,000.00	50,000.00
9	Site Restortation (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	45,000.00	45,000.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	16,000.00	16,000.00
11	Environmental Control Measures	1.0	LS	16,000.00	16,000.00
12	Survey Layout And Asbuilts	1.0	LS	65,300.00	65,300.00
Total - Other Costs					357,300.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$	1,295,700.00
Other Costs	$	357,300.00
Total	$	1,653,000.00
Total Base Bid		1,653,000.00

Total Base Bid in Writing: One Million Six-Hundred Fifty-Three Thousand Dollars + 00/100

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor	115.00	LF
3b	Concrete Pile Length Decrease - Materials and Labor	40.00	LF

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

Attachment: Exhibit B (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)



Proposal

"Sunrise Park North – Northern Bulkhead Replacement"

RFP 21-BG-05

(Due: 06/29/2021 at 10:00 a.m.)

Submitted to:
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Submitted By:
C & D Construction, Inc.
Curtis Deen, President
395 S. Range Road
Cocoa, FL 32926
(321) 639-9198
(321) 690-2291 Fax
Curtis@c-dconstruction.com

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TABLE OF CONTENTS

TAB I - Management Summary

TAB II - Corporate Experience and Capacity

TAB III - Customer Listing

TAB IV - Acceptance of Conditions

TAB V - Documents

TAB VI - Required Form Submittals

TAB VII - Price Proposal Form

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TAB I – MANAGEMENT SUMMARY

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

395 S. Range Rd. Cocoa, FL 32926 TEL: 321.639.9198 FAX: 321.690.2291

June 29, 2021

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

Reference: Sunrise Park North – Northern Bulkhead Replacement
Project (RFP # 21-BG-05)
Proposal and Qualifications Due: June 29, 2021

Letter of Introduction – Proposer's History

The team of C&D Construction Inc. and Freck Enterprises Inc. hereby submits corporate qualifications for your review and consideration.

C&D Construction, Inc., is a State of Florida Certified General Contractor (License # CGC 026821) small business enterprise located in Cocoa, Florida. C&D, owned by Curtis Deen, is a Native-American owned firm specializing in General and Marine Construction projects. Incorporated on February 7, 1992, we have been in business for 29 years, has maintained the same core workforce, office personnel and field superintendents for over 20 years.

C & D Construction has completed approximately $170 million in construction projects. We are capable of bonding projects up to $25 Million (Single Project) and $50 Million (Aggregate.) C & D is a certified Minority Business Enterprise by the State of Florida Office of Supplier Diversity. C&D's client list is extensive, having worked for all branches of the Military, State and Federal Government, local municipalities as well have numerous private organizations.

Gregg Galzerano, Project Manager and Estimator, is the authorized primary contact person for this project. He can discuss the company qualifications for this work. You may reach him at the office at (321) 639-9198, extension 512, mobile phone (321) 288-6871, or by e-mail at: Gregg@c-dconstruction.com.

C&D and Freck Enterprises have been working together for eighteen years. We have a vast amount of experience working on the St. Johns River Ferry infrastructure together and the Marine portion of projects of similar magnitude include the Avenida Menendez promenade in St. Augustine, two seawalls for the Florida School for the Deaf and Blind, Cruise Terminal 10

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

at Port Canaveral, projects for the South Florida Water Management District as well as many more.

These projects have given us great experience working in this region where tidal surges and currents can be extreme. These techniques involved driving piles, working from barges and track -mounted cranes, utilization of push boats and overall logistics of working on the water. Mr. Paul Freck, of Freck Enterprises, Inc., has 40 years of experience in marine contracting.

We pride ourselves on quality workmanship and the ability to complete projects on schedule and within budget. We maintain high safety standards and have been acknowledged for our exemplary safety practices by owners such as the US Army Corps of Engineers, with the achievement of a **Zero "Lost Time" Accident Award.**

We are confident that you will find C & D Construction to be an excellent contractor for quality work and outstanding safety standard. We hope to have the opportunity to work with the City of Holly Hill.

Sincerely,



Curtis Deen
President
C&D Construction, Inc.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TAB II – CORPORATE EXPERIENCE

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D Construction, Inc.

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.

i. ***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.***

C&D Construction, Inc. is a State of Florida Certified General Contractor (License # CGC026821). Incorporated on 2/7/1992. C&D has successfully completed approximately 500 projects since inception. Our experience is in commercial general / marine construction. To date we have completed over $170 million dollars in construction contracts.

C&D is a Certified Minority Business Enterprise (Native American) by the State of Florida Office of Supplier Diversity. We are capable of bonding projects up to $25,000,000 for a single project and $50,000,000 (aggregate).

Our main office is located 1 mile off Interstate 95 on Range Road in Cocoa, Florida. We have a 25,000 square foot warehouse for off site storage and a facility to perform sheet metal work and finished carpentry. We also have 8 acres of land for material and equipment storage.

C&D has maintained the same core workforce – including office personnel and field superintendents for over fifteen years. C&D currently has 10 employees. The four team member who will be working on this project will be Curtis Deen, Debbie Hottle, Gregg Galzerano and David Franklin. Curtis Deen is the President of C&D Construction and in addition to handling the daily operations also manages project. Over the years he has successfully managed millions of dollars in projects.

We own five backhoes, two flat bed trucks, one 5K lull, 5 pickup trucks, 10 generators, misc. shop and truck tools, one articulating man lift, 4 ASV's, 4 box trailers, 4 dump trailers, 4 flatbed trailers, 4 boats.

ii. ***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.)***

C&D is a Florida Corporation solely owned by Curtis Deen.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

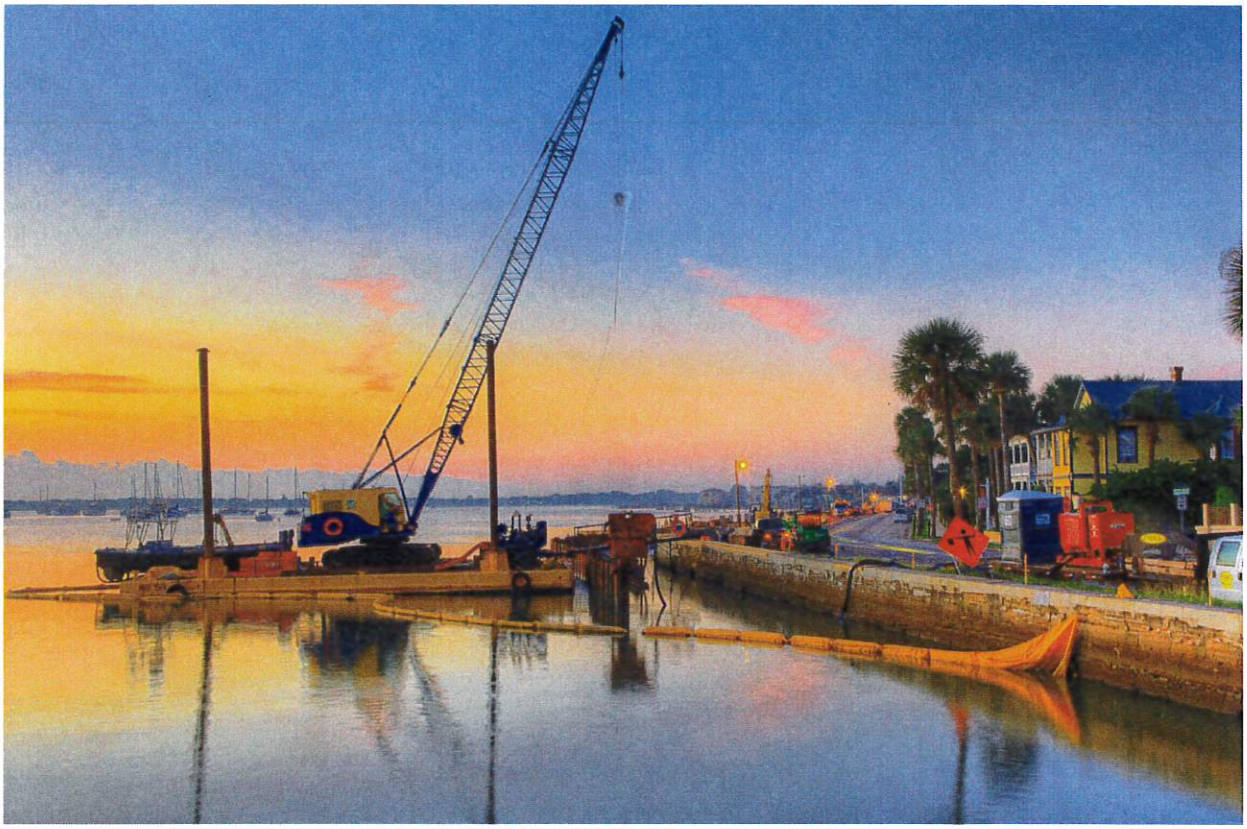
TAB III – CUSTOMER LISTING

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92



MARINE – PAST PERFORMANCE

C & D Construction, Inc.
395 South Range Road
Cocoa, FL 32926
321.639.9198
www.c-dconstruction.com

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Name: Cocoa Day Slips and T-Dock Replacement
Cocoa, Brevard County, Florida
Contract Amount: $1,775,127.58
Year: 2020

Owner: City of Cocoa, Florida
65 Stone Street, Cocoa, FL 32922
Contact: Mr. Gary Palmer
Phone: (321) 433-8772
Email: gpalmer@cocoafl.org

Scope of Work:

The work under this contract consisted of the installation of a 250' long floating T-Dock manufactured by Bellingham Marine and (15) day slips. Twenty-seven piles were driven through these docks to a -25' tip elevation. The Engineer of Record was Infrastructure Solution Services (ISS) who facilitated the master plan for the City of Cocoa's waterfront. The site location is Lee Wenner Park. The docks were equipped with power pedestals and hose bibbs to allow for utilities on transient vessels. A new sidewalk was installed along with a decorative stainless-steel wire railing and lighting.

The docks were fabricated in Jacksonville, Florida and delivered on twenty tractor trailers and then removed from the trucks by a 75-ton crane and set in the Barge Canal in Merritt Island, Florida where they were assembled and then pushed to the job site.

The project was completed on time and under budget.

CITY OF COCOA

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

SINCE 19 92



Cocoa Day Slips, Lee Wenner Park, Cocoa, FL



T-Dock, Lee Wenner Park, Cocoa, FL

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 INC 92

Contract Name: FDOT SR-714 Fender System Replacment
Martin Downs Blvd. Over the South Fork of the St. Lucie River
Martin County, Florida
Design-Build Project
Contract Amount: $850,165.70
Year: 2020

Owner: Florida Department of Transportation
FIN# 441409-1-52-01
Contract #: E4T92
Contact: Mark C. Freeman, Project Manager
(772) 828-1338
Email: Mark.Freeman@dot.state.fl.us

Scope of Work:

The FDOT Sr-714 Fender System Replacement was a Design-Build contract consisting of replacing the Southern bridge Fenders under SR-714. The SR-714 Bridge is a high-span bridge of 60' in elevation and part of the cross-Florida canal system through Lake Okeechobee to Ft. Myers.

This contract was administered by the Florida Department of Transportation under the guidance of Mark C. Freeman. C & D received an evaluation score of 98% on this project, missing 102% due to lack of minority participation.

Start: July 2020 and Completion: November 2020

FDOT

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

SINCE 19 92



SR 714 Martin Downs Blvd. Bridge Fender System Replacement

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

Contract Name: "Diocese of St. Augustine Nombre de Dios Seawall, St. Augustine, FL"
Contract Amount: $2,041,821.00
Year: 2018-2019

Owner: Diocese of St. Augustine
11625 Old St. Augustine Road, St. Augustine, FL 32258
Contact: Mr. Charles David, Director of Construction & Land Management
Phone: (904) 262-3200 x102
Email: charlesjdavid@yahoo.com

General Contractor: J.C. Harward & Associates
6617 River Point Drive, Fleming Island, FL 32003
Contact: Mr. John Harward, Owner
Phone: (904) 838-9400
Email: john@jcharward.com

Engineer: Morales Consulting Engineers
3832-010 Baymeadows Road, Suite 132
Jacksonville, FL 32217
Contact: Mr. Ed Morales, P.E.
Phone: (904) 434-4366
Email: Emorales@morales-ce.com

Scope of Work:

This project was completed for the Diocese of St. Augustine at the Mission Nombre de Dios located at 27 Ocean Avenue, St. Augustine, FL 32084. The Scope of work consisted of 2,500 LF of vinyl seawall system with concrete cap, spall repair, excavation, backfill, dewatering, restoration, landscape to include 63,000 SF of sod, 1400 cy of fill and 1200 cubic yards of rip-rap rock. Reconstruction of one existing concrete bridge (150' X 12'), and the approaches were flattened to allow for less slope. Work was scheduled in phases, to keep from impacting the public. This work was completed as a partial Design-Build project with Morales Consulting Engineers.

Start: July 2018 and Completion: February 2019

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92



Diocese of St. Augustine - Nombre de Dios – Bridges



Diocese of St. Augustine – Nombre de Dios – Seawall

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Name: "St. Johns River Ferry Fender Rehabilitation, Jacksonville, FL"
Contract Amount: Phase I & II Combined - $8,925,000.00
(Phase I: $4,450,000.00 & Phase II: $4,475,000.00)
Year: 2015-2017

Owner: Jacksonville Transportation Authority
100 LaVilla Center Drive, Jacksonville, FL 32204
Mr. Victor Gilpin, Project Manager II
(904) 632-5279
vgilpin@jtafla.com

Engineer: Morales Consulting Engineers
3832-010 Baymeadows Road, Suite 132,Jacksonville, FL 32217
Contact: Mr. Ed Morales, P.E.
Phone: (904) 434-4366
Email: Emorales@morales-ce.com

Scope of Work Phase I & II:

C&D Construction, Inc. was awarded a ***Design-Build*** contract with the Jacksonville Transportation Authority in 2015 to rehabilitate the St. Johns River Ferry's fender system that had been deteriorating in the corrosive elements for over fifty years and was in much need of replacement.

The ferry runs across the river approximately thirty times per day every day of the year between Ft. George and Mayport, Florida and is a connector for highway A1A. In order to minimize the impact to the traveling public, C&D Construction successfully scheduled the work in close coordination with Ferry Operations.

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

C&D Construction worked closely with Ed Morales, Morales Consulting Engineers, to design a system that would last for an indefinite amount of time and meet the needs of the Jacksonville Transportation Authority. In Phase I and II of rehabilitation, the existing steel ferry slip walls and fenders were replaced with a modern composite piles and plastic wale beams system to allow for a much softer landing of the vessel. The system has the potential of taking the impact of the vessel in excess of ten thousand time per year and was designed with that in mind.

C&D obtained all permits required to do the work which included the FDEP, USACE, US Coast Guard, and the City of Jacksonville.

Phase I: Start: June 2015/Completion: August 2016

Phase II: Start: September 2016/Completion: September 2017

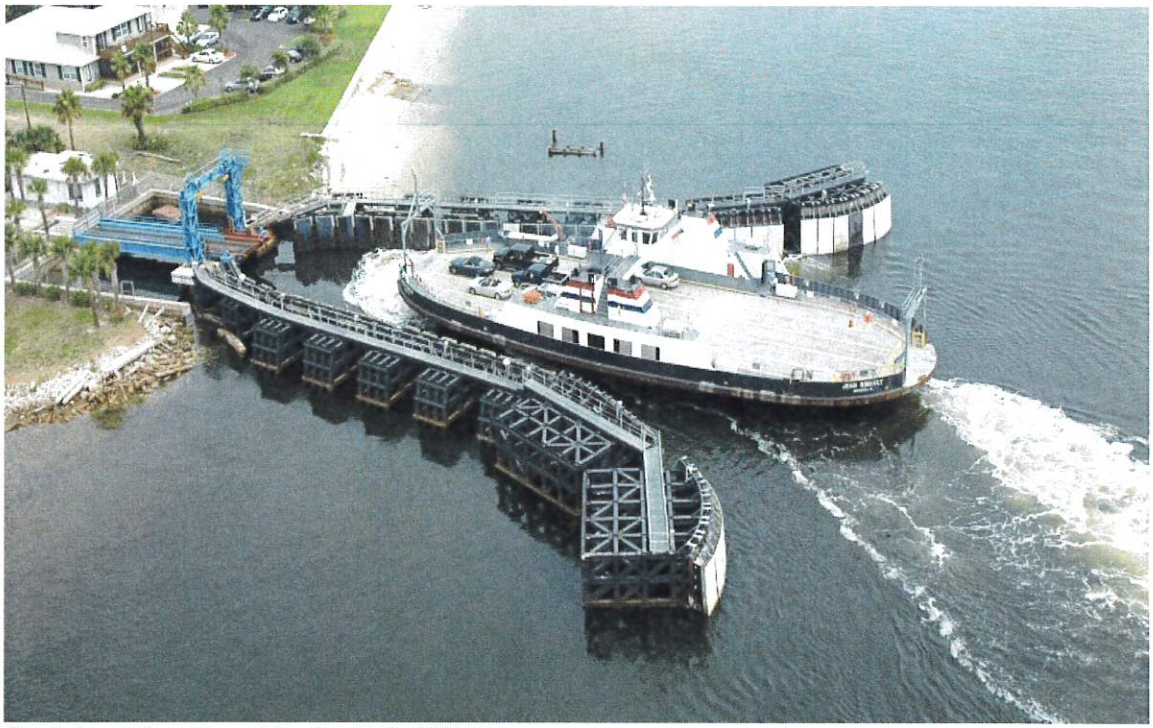
JACKSONVILLE TRANSPORTATION AUTHORITY

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92



St. Johns River Ferry Fender Rehabilitation
Pre-Construction Photo

JACKSONVILLE TRANSPORTATION AUTHORITY

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92



St. Johns River Ferry Fender Rehabilitation Project, Jacksonville, FL – 2015-2016



St. Johns River Ferry Fender Rehabilitation Project, Jacksonville, FL 2015-2016

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

Contract Name: "St. Johns River Ferry Bridges/Seawall/Bulkheads/Stopping Mechanism Design-Build, Jacksonville, FL (Phase 3)

Contract Amount: $3,544,504.72

Year: 2017-2019

Owner: Jacksonville Transportation Authority, Design and Construction
100 LaVilla Center Drive, Jacksonville, FL 32204
Mr. Victor Gilpin, Project Manager II
Construction & Engineering
(904) 632-5279
vgilpin@jtafla.com

Engineer: Morales Consulting Engineers
3832-010 Baymeadows Road, Suite 132
Jacksonville, FL 32217
Contact: Mr. Ed Morales, P.E.
Phone: (904) 434-4366
Email: Emorales@morales-ce.com

Scope of Work:

The third phase to the St. Johns River Ferry rehabilitation was a **Design-Build** contract consisting of replacing the existing 75' x 14' terminal bridges on concrete piers and slipway bulkheads on the Mayport and Ft. George landings. These landings were considered damaged and functionally obsolete by the JTA based upon inspection by the Florida Department of Transportation.

This project included the installation of a stopping systems at each terminal to absorb the impacts of the ferry during its approach to the bridges. In this phase, a remote-control system was designed and installed on the ferry so that the vessel operators could raise and lower the bridges from the boat, thereby, more safely expediting the transfer of vehicles from ship to shore.

New bulkheads with caps were designed and constructed out board of the existing bulkheads which were allowed to remain in place. Spall repairs took place on existing concrete in accordance to FDOT inspection reports. The design was done in accordance to all current AASHTO, FDOT, and JTA design standards.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

Extensive repairs were made to the mechanical system of the lifting Gantry under this phase of work.

C&D obtained all permits required to do the work which included the FDEP, USACE, US Coast Guard, and the City of Jacksonville.

Phase III – Start: September 2017/ Completed: January 2019

JACKSONVILLE TRANSPORTATION AUTHORITY

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92

Contract Name: "Avenida Menendez Seawall Construction"
Contract Amount: $5,166,318.71
Year: 2012-2014

Owner
The City of St. Augustine 75 King Street, St. Augustine, FL 32084
Contact: Rueben Franklin, Mobility Program Manager
(904) 825-1040
Rfranklin@citystaug.com

Scope of Work: The historic St. Augustine Seawall has long been an integral part of the city's fabric — a coquina sentinel from rough waters, a promenade for romantic strolls and waterside socials. The Spanish first began building the original seawall in 1696 south of the Castillo de San Marcos fort. The section now being improved was built between 1833 and 1844 by graduates of the United States Military Academy at West Point. But it has been battered by time and tide, from a devastating hurricane in 1846 that partially collapsed it to Tropical Storm Fay in 2008. The historic St. Augustine seawall has been vulnerable to erosion, collapse and breach during stormy weather. From 19th century squalls to 21st century hurricanes and tropical storms, the wall and the streets around it have paid the watery price. Construction of a new Seawall, completed in 2014, is a City of St. Augustine project, funded with help from the Federal Emergency Management Agency (FEMA). It is the culmination of more than a decade of research, advocacy, public input and the tireless pursuit of grants by many dedicated people. The project was designed to protect the original 1800s Seawall and the surrounding historic waterfront neighborhood. Following its 2014 completion, residents, motorists, merchants and heritage visitors will be better protected from the unpredictable waters of the Matanzas Bay. The new Seawall was constructed 12 feet into the water from the old wall to protect the original historic structure. It will use concrete and reinforced steel, and the gap between the two walls will be filled in and paved so it can serve as a waterfront promenade with a paved walking path, new streetlights and landscaping. 300 CY of granite rip rap. Approx. 200 LF handrail.

Start: March 2012/Completion: February 2014
(Project Completed with Own Forces: 40%)

450th ST. AUGUSTINE • FOUNDED 1565

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 92

In the historic city of St. Augustine, in order to preserve the original coquina seawall, which was begun by the Spanish in 1696, south of the Castillo de San Marcos fort, and the original wall being completed (in the section we rehabilitated) between 1833 and 1844 by graduates of the United States Military Academy at West Point, our company undertook the immense task of preserving 1240 lineal-feet of existing seawall and improving the drainage issues that plagued the area.

Working closely with the City of St. Augustine personnel, we constructed a replacement seawall twelve feet out into the water from the existing seawall, implementing cofferdams and sheet piling, and filled in the gap between with a new paved walkway, a pedestrian promenade, under which a new drainage system was installed in order to combat the flooding conditions which occurred in the surrounding historic waterfront neighborhood when the old seawall was breached. New street lights, preserving the old-time gas light fixture appeal, and landscaping and railings were also installed. Taylor Engineering, Inc. was the engineer of record for this project.

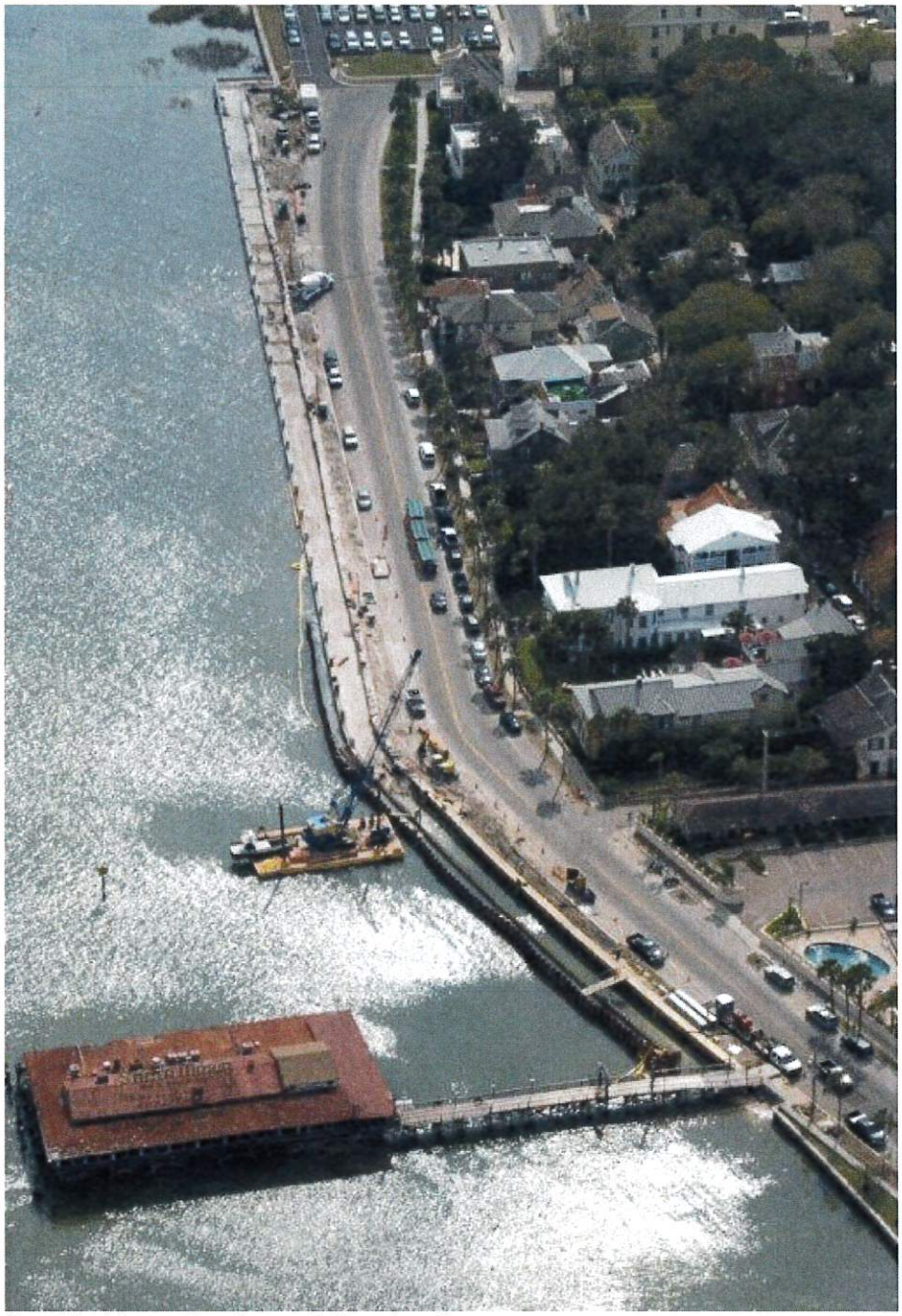
The $6.7 million project was funded by the City of St. Augustine and FEMA and was completed in February 2014. The site received a Public Works Project of the Year Award in 2015 for Historical Restoration/Preservation.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 SINCE 92



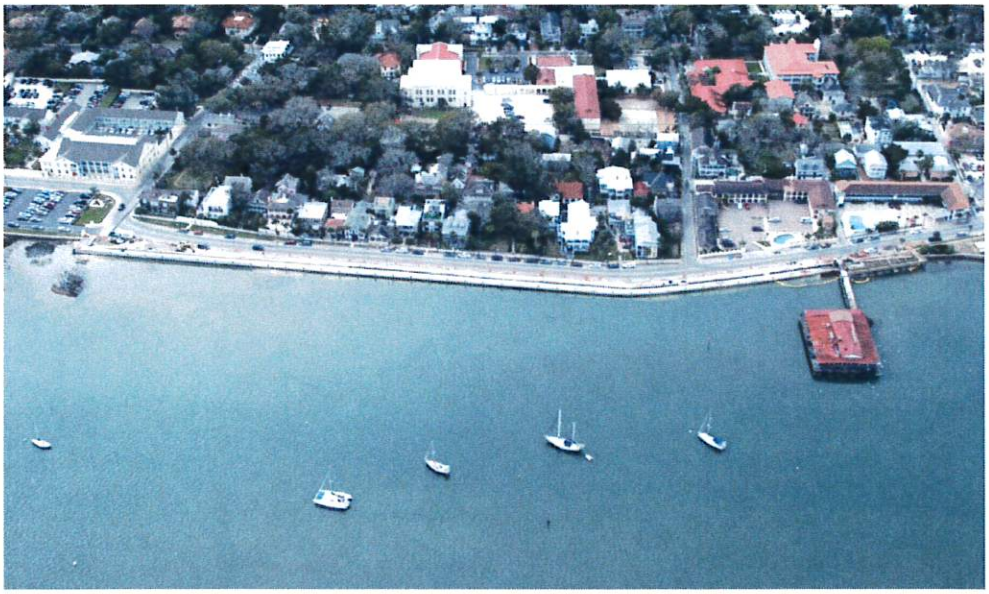
Avenida Menendez Seawall Construction
St. Augustine, FL

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

SINCE 19 92



Avenida Menendez Seawall Construction – Aerial View
St. Augustine, FL



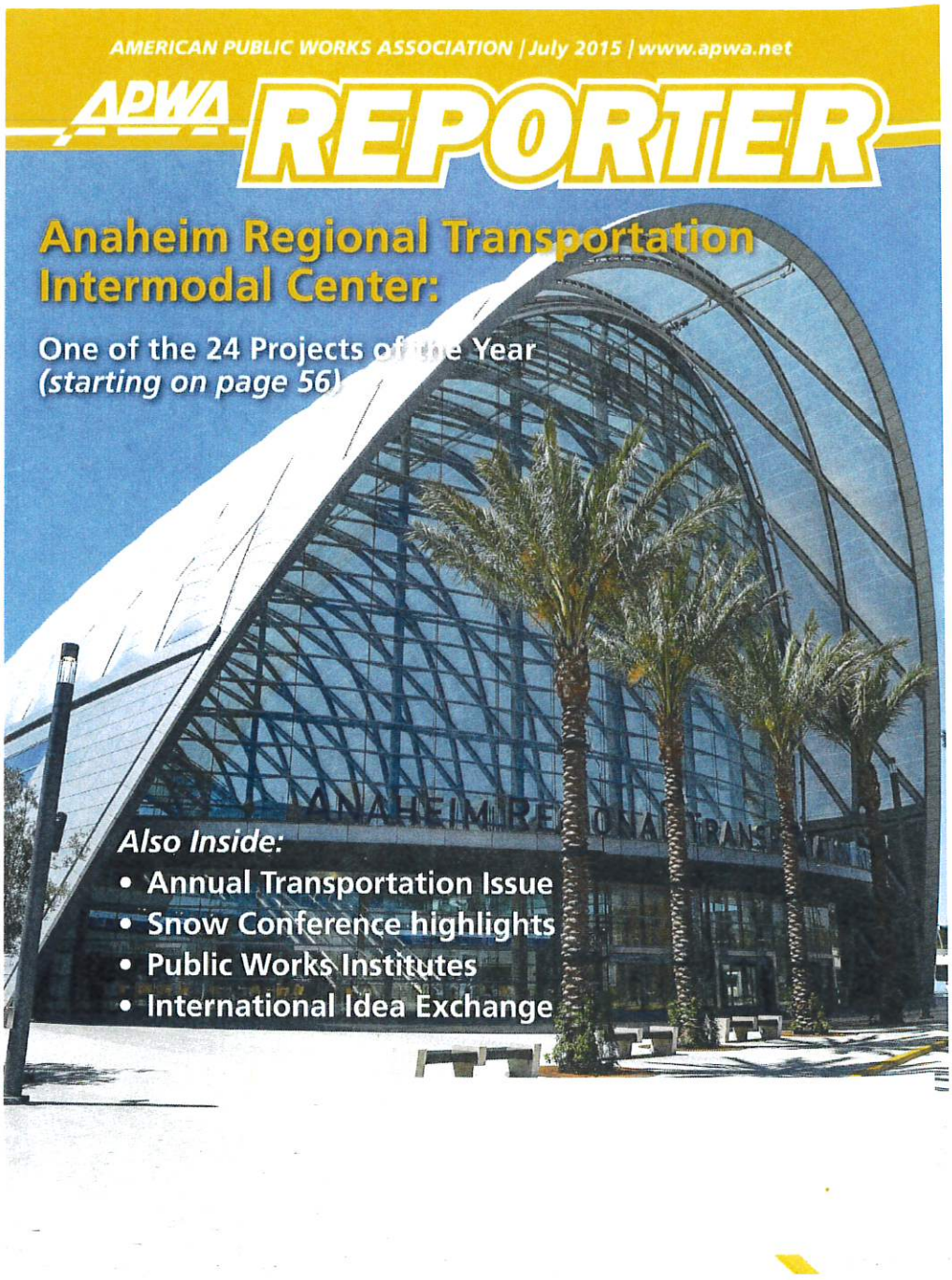
Avenida Menendez Seawall Construction
St. Augustine, FL

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

SINCE 19 92



C & D Construction, Inc. was featured in the APWA Reporter for "Historical Project of the Year" - July 2015

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 since 92

PROJECT OF THE YEAR:
HISTORICAL RESTORATION/PRESERVATION
$5 MILLION BUT LESS THAN $25 MILLION

Avenida Menendez Seawall

Managing Agencies: City of St. Augustine, Florida
Primary Contractor: C&D Construction
Primary Consultant: Taylor Engineering
Nominated By: Florida Chapter

The Avenida Menendez Seawall project, completed in February 2014 for $6.7 million, culminated a long, 12-year process of consensus building, planning, design and construction resulting in a new, current-day seawall capable of holding back Category I hurricanes, while at the same time preserving and protecting one of St. Augustine's most valued assets—the historic coquina seawall.

The historic St. Augustine seawall has long been an integral part of the city's fabric—a coquina sentinel from rough waters, a promenade for romantic strolls, and waterside socials. The Spanish first began building the original seawall in 1696 south of the Castillo de San Marcos fort. The section recently improved was built between 1833 and 1844 by graduates of the United States Military Academy at West Point. But it has been battered by time and tide, from a devastating hurricane in 1846 that partially collapsed it, to Tropical Storm Fay in 2008.



The historic St. Augustine seawall has been vulnerable to erosion, collapse and breach during stormy weather. From nineteenth-century squalls to twenty-first-century hurricanes and tropical storms, the wall and the streets around it have paid the watery price.

Construction of a new seawall, completed in February 2014, is a City of St. Augustine project, funded with help from the Federal Emergency Management Agency (FEMA). It is the culmination of more than a decade of research, advocacy, public input and the tireless pursuit of grants by many dedicated people.

The $6.7 million project is designed to protect the original 1800s seawall and the surrounding historic waterfront neighborhood. The new seawall is constructed 12 feet into the water from the old wall to protect the original historic structure. It used concrete and reinforced steel, and the gap between the two walls is filled in and paved so it can once again serve as a waterfront promenade with a paved walking path, new streetlights and landscaping.

Modern techniques in jetting and driving pilings, cofferdams for dewatering, underdrains and drainage structures, and the finishing of the promenade with coquina concrete and coquina shell finishing on the precast parapets and merlons made this a most interesting as well as architecturally beautiful finished product.

Construction called for establishing cofferdam cells within the waterway using steel sheet piles. The precast concrete piles were driven into mud, extending thirty-plus feet below the mud line. The cell was dewatered, and top caps and merlons were formed and poured in place. Concrete was pumped from trucks located on the adjacent roadway.

Additionally, the construction project called for new streetlights with historic gas light fixtures. City staff worked with electricians and light suppliers to achieve a final product that softens the light source for a more historic look while also achieving energy savings.

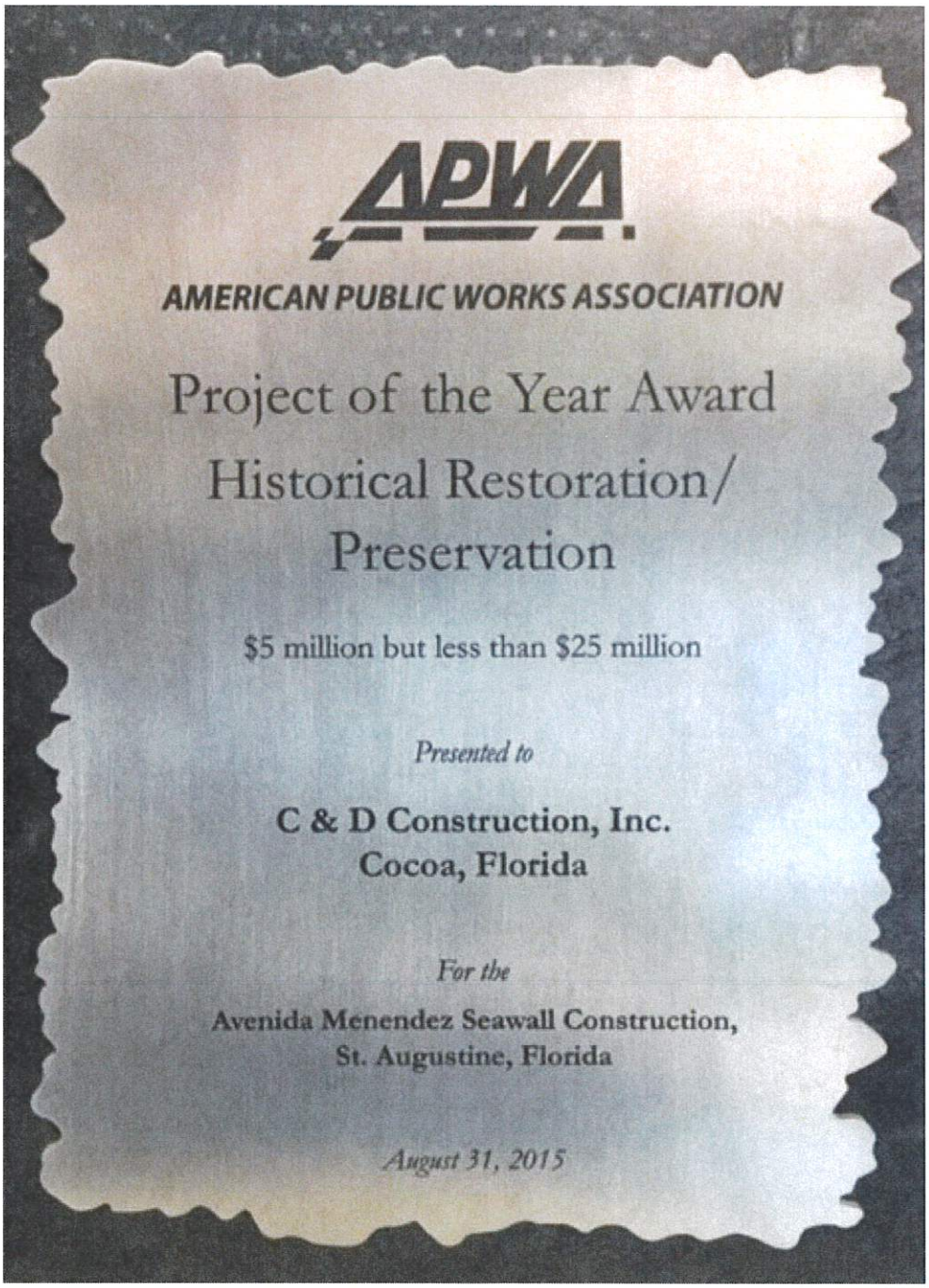
C & D Construction, Inc. was featured in the APWA Reporter for "Historical Project of the Year" - July 2015

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

19 INC 92



APA Project of the Year Award – Historical Restoration/Preservation - $5Million < $25 Million (August 31, 2015)

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TAB IV – ACCEPTANCE OF CONDITIONS

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

C & D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

395 S. Range Rd. Cocoa, FL 32926 TEL: 321.639.9198 FAX: 321.690.2291

June 29, 2021

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

Reference: Sunrise Park North – Northern Bulkhead Replacement
Project (RFP # 21-BG-05)
Proposal and Qualifications Due: June 29, 2021

Acceptance of Conditions

C & D Construction, Inc. finds that it has no exceptions to the general terms and conditions of the RFP.

Thank you for your consideration in this matter.

Sincerely,

Curtis Deen
President

CD:dh

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TAB V – DOCUMENTS

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, 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

DEEN, CURTIS GLENN

C & D CONSTRUCTION INC
395 S. RANGE ROAD
SUITE A
COCOA FL 32926

LICENSE NUMBER: CGC026821

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

2020 - 2021

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
9230427

THE PERSON(S), OR ENTITY BELOW:
C & D CONSTRUCTION INC
395 S RANGE RD
COCOA, FL 32923

BUSINESS PERIOD: October 01, 2020 - September 30, 2021
EXPIRES: SEPTEMBER 30, 2021

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OF SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA
C & D CONSTRUCTION INC

LOCATION:
395 S RANGE RD
COCOA, FL 32926

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:
C&D CONSTRUCTION INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
300305	GENERAL CONTR.[CERTIFIED]

LISA CULLEN, C.F.C. SEAL OF BREVARD COUNTY FLORIDA

Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 001-20-00068333 08/03/2020 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

State of Florida

Minority Business Certification

C & D Construction, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
04/05/2021 to 04/05/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

TAB VI – REQUIRED FORM SUBMITTALS

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North - Northern Bulkhead Replacement
Request for Proposal (RFP) 21-BG-05

THIS AGREEMENT is made and entered into this_____day of XXX , 2021, by and between C & D Construction, Inc. , duly authorized to conduct business in the State of Florida and whose address is 395 S. Range Road, Cocoa, FL 32926 , 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 #21-BG-05), 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:
Curtis Deen , President (Name, Title)
C & D Construction, Inc. . (Company)
395 S. Range Road (Address)
Cocoa, FL 32926 (City, State, Zip)
(321) 639-9198 (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.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

SECTION 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 CONCERNNG 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 #21-BG-05
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS C & D Construction, Inc.
By: _____
Curtis Deen, President, President

Dated: June 29, 2021

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

I M P O R T A N T: 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 # 21-BG-05, Proposal Title "Sunrise Park North – Northern Bulkhead Replacement " and Due Date "June 29th , 2021 @ 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

C & D Construction, Inc.	395 S. Range Road
Company	Address
Authorized Signature	Cocoa, FL 32926
	City, State, Zip Code
Curtis Deen, President	(321) 639-9198
Printed Name & Title	Telephone No.
Curtis@c-dconstruction.com	(321) 690-2291
Email	Fax No.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

C & D Construction, Inc.
Company

Authorized Signature

Curtis Deen, President
Printed Name & Title

Curtis@c-dconstruction.com
Email

395 S. Range Road
Address

Cocoa, FL 32926
City, State, Zip Code

(321) 639-9198
Telephone No.

(321) 690-2291
Fax No.

State of FLORIDA)
City of COCOA)

SUBSCRIBED AND SWORN to before me this 29th day of June, 2021, by Curtis Deen, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Notary Public

DEBRAH M.A. HOTTLE
Commission # GG 222821
Expires September 29, 2022
Bonded Thru Budget Notary Services

My Commission Expires: 09/29/2022

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	See Attachment "A"	$
		$
		$

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

None at this time

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:

N/A

FEES:

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

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

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): See Attachment "B"

Surety/Underwriter: (if required) See Attachment "B"

Other References: (Use additional sheets if necessary)
See Attachment "B"

TYPE OF FIRM:

☒ Corporation/Years in Business: 29. 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.

C & D Construction, Inc.
Company

Authorized Signature

395 S. Range Road
Address

Cocoa, FL 32926
City, State, Zip Code

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Attachment "A" - C & D Construction, Inc. - Open Contracts as of June 29, 2021

JOB	PROJECT NAME & LOCATION	OWNER	AMOUNT	NUMBER	YEAR
484	SJRF Phase IV Improvements, 4780 Ocean Street, Atlantic Beach, FL and 9618 Heckscher Drive, Jacksonville, Florida Job is 64 % complete, schedule to complete in January 2022	Jacksonville Transportation Authority 100 LaVilla Center Drive Jacksonville, FL 32204 Contact: Mr. Victor Gilpin, Project Mgr II (904) 632-5279 vgilpin@jtafla.com	$ 6,532,824.01	PO # 45034	2021-2022
493	876 Vance Circle, NE, Palm Bay, FL Single-Family Residence Renovations Project is approximately 50 % complete	Mr. Michael E. Adams, Sr. 1402 Gleneagles Circle Rockledge, FL 32955	$ 40,000.00		2021
494	Ground Floor Renovations, Phase 1, at FL25-6, Titusville Towers, Titusville, FL Contract just awarded, 0% complete Scheduled to complete in 2022	Hosuing Authority of the City of Titusville 524 S. Hopkins Avenue Titusville, FL 32796 Contact: Mr. William Cassell Special Projects Manager (321) 267-4204 billc@hactv.com	$ 1,477,777.00		2021

ATTACHMENT "B"

C & D Construction, Inc.
395 South Range Road, Suite A, Cocoa, FL 32926
(321) 639-9198 (321) 690-2291 (FAX)

BANK REFERENCES
SunTrust/Truist
775 E. Merritt Island Cswy., Suite 100
Merritt Island, FL 32952
(321) 604-4613 Branch Phone
(321) 452-8907 Fax

Contact: Regina Oenbrink, First Vice President,
Business Banking Relationship Manager

CORPORATE OFFICERS

CURTIS DEEN, PRESIDENT **BRENDA DEEN, SEC./TREAS.**

MISCELLANEOUS
Florida Corporation – Business Opened and Incorporated 2/7/92
Primary Business – General Contractor
DUNS NO. 79-175-8543

BONDING INFORMATION
Construction Underwriters, Inc.
4168 Southpoint Pkwy – Suite 305
Jacksonville, FL 32216
(904) 296-3331
(904) 296-1314 Fax

GENERAL CONTRACTORS LICENSE – CGC026821
WE ARE NOT TAX EXEMPT

CREDIT REFERENCES

Composite Advantage, LLC
750 Rosedale Drive
Dayton, OH 45402
Scott Reeve, President
(937) 723-9031
SReeve@compositeadvantage.com

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 45402
Dawn Leahy, Contract Admin, SE Division
(904) 380-5511
dleahy@bellingham-marine.com

Freck Enterprises, Inc.
2550 Oak Haven Lane
Cocoa, FL 32926
Joanne Freck
(321) 243-0000
Joanne@freckenterprises.com

Acousti Engineering Co. of Florida, Inc.
426 Gus Hipp Blvd.
Rockledge, FL 32955
Sandy Heim
(321) 636-4042
SandiHeim@acousti.com

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-05 " Sunrise Park North – Northern Bulkhead 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 #21-BG-05**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 29th day of June, 2021 in the City of Cocoa, in the State of Florida.

C & D Construction, Inc.
Company


Authorized Signature

395 S. Range Road
Address

Cocoa, FL 32926
City, State, Zip Code

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

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

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

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 21-BG-05 and **Sunrise Park North – Northern Bulkhead 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**.

C & D Construction, Inc.
Company

Authorized Signature

Curtis Deen, President
Printed Name & Title

Curtis@c-dconstruction.com
Email

Construction Underwriters, Inc.
Insurance Agency

Signature of Proposer's Agent

395 S. Range Road
Address

Cocoa, FL 32926
City, State, Zip Code

(321) 639-9198
Telephone No.

(321) 690-2291
Fax No.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Client#: 18 CDCONSTR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2021

PRODUCER
Construction Underwriters, Inc
4168 Southpoint Pkwy - Ste 305
Jacksonville, FL 32216
rgately@cui-usa.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
C & D Construction, Inc.
395 S. Range Road, Suite A
Cocoa, FL 32926

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure	19488
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP115639711	10/05/2020	10/05/2021	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY	Blnkt WOS			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR	XCU Included			MED EXP (Any one person)	$10,000
		[X] Contractual Liab	Completed Ops			PERSONAL & ADV INJURY	$1,000,000
		[X] Blnkt Addl Insd	Design Svcs Liab			GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [X] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	CA108997112	10/05/2020	10/05/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	CU027300509	10/05/2020	10/05/2021	EACH OCCURRENCE	$4,000,000
		[X] OCCUR [ ] CLAIMS MADE	Follow From			AGGREGATE	$4,000,000
			Excess above GL,				$
		[ ] DEDUCTIBLE	Auto & WC				$
		[ ] RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC200366306	01/01/2021	01/01/2022	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Blnkt WOS			E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below	USL&H Included			E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					
A		Rented Equip.	CPP115639711	10/05/2020	10/05/2021	$100,000 Max/Min	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: RFPP 21-BG-05; Sunrise Park North - Northern Bulkhead Replacement

All policies except Workers Comp have been endorsed to include the certificate holder as an additional insured, including completed operations, on a primary and noncontributory basis. All policies include a Waiver of Subrogation in favor of the additional insured.

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kimberly Carroll

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead 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 Statues, as stated above?

☒ **YES**
☐ **NO**

C & D Construction, Inc.
Company

Authorized Signature

Curtis Deen, President
Printed Name & Title

Curtis@c-dconstruction.com
Email

395 S. Range Road
Address

Cocoa, FL 32926
City, State, Zip Code

(321) 639-9198
Telephone No.

(321) 690-2291
Fax No.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDA

County of BREVARD

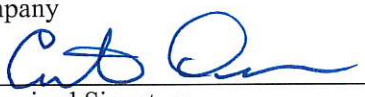
Curtis Deen, being first duly sworn, deposes and says that:

He/she is President of C & D Construction, Inc., Proposer that has submitted the attached Qualification;

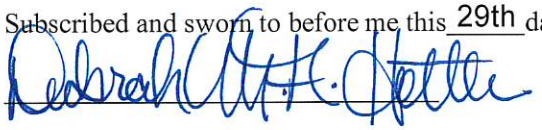
He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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.

C & D Construction, Inc. Company	395 S. Range Road Address
 Authorized Signature	Cocoa, FL 32926 City, State, Zip Code
Curtis Deen, President Printed Name & Title	(321) 639-9198 Telephone No.
Curtis@c-dconstruction.com Email	(321) 690-2291 Fax No.

Subscribed and sworn to before me this 29th day of June, 2021.



Notary Public, State of Florida
Title



DEBRAH M.A. HOTTLE
Commission # GG 222821
Expires September 29, 2022
Bonded Thru Budget Notary Services

My Commission Expires: 09/29/2022

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACKNOWLEDGEMENTS
RFP # 21-BG-05 Sunrise Park North – Northern Bulkhead Replacement

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

From : Insert Information
"Contractor"

C & D Construction, Inc.
395 S. Range Road
Cocoa, FL 32926

The Contractor agrees to provide Sunrise Park North – Northern Bulkhead 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 Sunrise Park North - Northern Bulkhead 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 Sunrise Park North – Northern Bulkhead Replacement within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 29th **day of** June **(Month)**, 2021 **(Year)**

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead 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: _____ / Curtis Deen
(Signature) **(Print name)**

Address: C & D Construction, Inc.
395 S. Range Road
Cocoa, FL 32926

Telephone: (321 **)** 639-9198 **Fax: (** 321 **)** 690-2291

Taxpayer Identification Number (TIN/EIN): 59-3113094

State Under Which Corporation Was Chartered:
Florida

Corporate President: Curtis Deen
(Print Name)

Corporate Secretary: Brenda Deen
(Print Name)

Corporate Treasurer: Brenda Deen
(Print Name)

CORPORATE SEAL

Attest By: Brenda Deen
Secretary

Signature: _____ **Date:** 06/29/2021

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

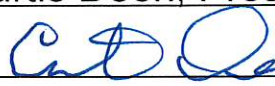
Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

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: C & D Construction, Inc.

Authorized representative (printed): Curtis Deen, President

Authorized representative (signature): 

Project Number: 21-BG-05 Date: 06/29/2021

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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: Jacksonville Transportation Authority
   Address: 100 LaVilla Center Drive, Jacksonville, FL 32204
   Point of Contact: Mr. Victor Gilpin
   Phone #: (904) 632-5279 Email address: vgilpin@jtafla.com
   Service(s) Provided: St. Johns River Ferry System Fender Replacement (Phase I & II), Bridge, Seawall Bulkheads & Stopping Mechanism, Phase III, and SJRF Phase IV Improvements,
   Dates of Service: 2015 - 2019 Phases I-III, Phase IV - Jan 4, 2021 - present

2. Name of Company: City of Cocoa, Florida
   Address: 65 Stone Street, Cocoa, FL 32922
   Point of Contact: Mr. Gary Palmer, Facilities Director
   Phone #: (321) 433-8772 Email address: gpalmer@cocoafl.org
   Service(s) Provided: Day Slips and T-Dock Replacement, Cocoa Riverfront Connector Construction, Replace (3) Finger Piers, Lee Wenner Park, Heart of Cocoa Meeting Room
   Dates of Service: 2001 - 2021 (Day Slips 2019 - 2020) (Connector & Heart of Cocoa MR- 2018)

3. Name of Company: Brevard County Board of County Commissioners, Parks & Recreation Dept.
   Address: 2725 Judge Fran Jamieson Way, Viera, FL 32940
   Point of Contact: Mr. Jack Masson, Retired Director *
   Phone #: (321) 6041-9448 Email address: jmasson@cfl.rr.com
   Service(s) Provided: Commercial Construction
   Dates of Service: 1995 - Present

4. Name of Company: Michael Baker International
   Address: 12740 Gran Bay Parkway West, Suite 2110, Jacksonville, FL 32258
   Point of Contact: Mr. Aaron Mc Daniel
   Phone #: (904) 955-8650 Email address: aaron.mcdaniel@mbakerintl.com
   Service(s) Provided: Construct East Side Aircraft Hangar, Hangar 26 Demo/Apron Expansion at Space Coast Regional Airport, Port-A-Port Hangar Replacement at Merritt Island Airport
   Dates of Service: 2014-2016 and 2018-2019

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 Curtis Deen, President (Print Individual's Name and Title)
for C & D Construction, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is located at 395 S. Range Road, Cocoa, FL 32926

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3113094

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.

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 29th day of June, 2021.

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 09/29/2022

DEBRAH M.A. HOTTLE
Commission # GG 222821
Expires September 29, 2022
Bonded Thru Budget Notary Services

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-3113094

Firm Name: C & D Construction, Inc.

Mailing Address: 395 S. Range Road, Cocoa, FL 32926

Telephone No.: (321) 639-9198 Fax No.: (321) 690-2291

Email Address: Curtis@c-dconstruction.com Web Address: www.c-dconstruction.com

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

Firm Name: Same

Remittance Address: Same

Submitted by: _____

Name & Title Printed: Curtis Deen, President

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead 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)
C & D Construction, Inc.

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
395 S. Range Road

Requester's name and address (optional)

City, state, and ZIP code
Cocoa, FL 32926

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

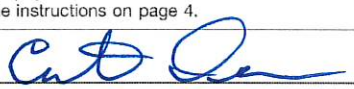
Employer identification number
59 3113094

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 ► 06/29/2021

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)

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Number: RFP 21-BG-05

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
C & D Construction, Inc.			
ADDRESS 395 S. Range Road, Cocoa, FL 32926	**Applicable Procurement or Solicitation #, if any:** RFP 21-BG-05	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 59-3113094
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: 06/29/2021

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Print Name and Title:
Curtis Deen, President

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION
(FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.* ***Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.***

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, C & D Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Curtis Deen, President

Name and Title of Contractor's Authorized Official

06/29/2021

Date

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 4
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

The documents shown below should have been identified as Addendum 1, Addendum 2, and Addendum 3 respectively.

Addendum	RFP 21-BG-05 Sunrise North Park Bulkhead - Response to Questions.pdf	Responses to Questions	Amy Krok	6/22/2021 7:53:16 AM	PDF
Addendum	Report 137167 - Sunrise Park - North.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF
Addendum	Bid Schedule.Sunrise Park - North Bulkhead.rev.6.20.21.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF

By signing this Addendum, you acknowledge you have read and fully considered any information in the above listed documents as though they had been included as a part of the original Request for Proposal.

Curtis Deen, President (NAME / TITLE)

06/29/2021 (DATE)

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 5
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The attached changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Curtis Deen, President (NAME / TITLE)

06/29/2021 (DATE)

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we C & D CONSTRUCTION, INC.
(Here insert full name and address or legal title of Contractor)

395 South Range Road, Cocoa, Florida 32926

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY
(Here insert full name and address or legal title of Surety)

151 N. Franklin Street
Chicago, IL 60606

a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF HOLLY HILL,
(Here insert full name and address or legal title of Owner)

1065 Ridgewood Avenue, Holly Hill, Florida 32117

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the largest amount for which award can be made under the accompanying bid. Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said 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
(Here insert full name, address and description of project)

RFP 21-BG-05

Sunrise Park North - Northern Bulkhead Replacement

Replacement of approximately 330-foot section of concrete bulkhead with a vinyl sheetpile bulkhead with integral concrete cap and concrete batter piles

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 29th day of June 2021

(Witness)

C & D CONSTRUCTION, INC.
(Principal) (Seal)

(Title)

Nancy Demetros
(Witness)

WESTERN SURETY COMPANY
(Surety) (Seal)

(Title)

Tom S. Lobrano, IV, Attorney-in-Fact & Florida Resident Agent

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom S Lobrano III, Tom S Lobrano IV, Mark C Fore, Geoffrey M Munn, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of June, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond auth

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

TAB VII– PRICE PROPOSAL FORM

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
5/6/2021 (Revised June 18, 2021)
Page One

C & D Construction, Inc.
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF	1,204.00	399,728.00
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA	5,000.00	210,000.00
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF	700.00	232,400.00
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	1,000.00	2,000.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	350.0	CY	60.00	21,000.00
6	Timber Handrail System - Materials and Labor	332.0	LF	100.00	33,200.00
Total - Composite Sheetpile Bulkhead & Timber Railing					898,328.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
7	Contractor Mobilization / Demobilization	1.0	LS	80,000.00	80,000.00
8	Demolition of Existing Structures	1.0	LS	5,000.00	5,000.00
9	Site Restortation (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	45,500.00	45,500.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	25,000.00	25,000.00
11	Environmental Control Measures	1.0	LS	5,000.00	5,000.00
12	Survey Layout And Asbuilts	1.0	LS	15,000.00	15,000.00
Total - Other Costs					175,500.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 898,328.00
Other Costs	$ 175,500.00
Total	$ 1,073,828.00
Total Base Bid	$1,073,828.00

Total Base Bid in Writing: One Million Seventy-Three Thousand Eight Hundred Twenty-Eight and 00/100 Dollars

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor	$1,500.00	LF
3b	Concrete Pile Length Decrease - Materials and Labor	$1,500.00	LF

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

Attachment: Exhibit C (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

UESI

Underwater Engineering Services, Inc.



RFP #: 21-BG-05

Sunrise Park North - Northern Bulkhead Replacement

Due: June 29, 2021 at 10:00am

ORIGINA

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Submitted to:

HOLLY HILL
FLORIDA

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

Underwater Engineering Services, Inc.

City of Holly Hill
RFP #: 21-BG-05; Sunrise Park North – Northern Bulkhead Replacement

Table of Content

Section 1	Bid Forms
Section 2	Bid Bond
Section 3	Company Licenses
Section 4	Certificate of Insurance

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Section 1
Bid Forms



Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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:

[X] The standard contract/ agreement has been signed and included.

[X] All applicable forms have been signed and included

[X] All information as requested in the Proposer's Qualification Form is included.

[X] Any addenda have been signed and included.

[X] The mailing envelope has been addressed to:

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

[X] The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-BG-05, Proposal Title "Sunrise Park North – Northern Bulkhead Replacement " and Due Date "June 29th , 2021 @ 10:00 am**".

[X] 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	3306 Enterprise Road Address
 Authorized Signature	Fort Pierce, Florida 34982 City, State, Zip Code
Andrew Connelly VP, Director of Project Development Printed Name & Title	(772)337-3116 Telephone No.
aconnelly@uesi.com Email	(772)337-0294 Fax No.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North - Northern Bulkhead Replacement
Request for Proposal (RFP) 21-BG-05

THIS AGREEMENT is made and entered into this_____day of XXX , 2021, by and between Underwater Engineering Services, Inc. , duly authorized to conduct business in the State of Florida and whose address is 3306 Enterprise Road, 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 #21-BG-05), 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, VP , _____(Name, Title)
Underwater Engineering Services, Inc. . (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.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

SECTION 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 CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

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

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS

By: Underwater Engineering Services, Inc.

_____, Andrew Connelly, VP

Dated: June 28, 2021

Attachments: A. RFP #21-BG-05
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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	3306 Enterprise Road Address
 Authorized Signature	Fort Pierce, Florida 34982 City, State, Zip Code
Andrew Connelly VP, Director of Project Development Printed Name & Title	(772)337-3116 Telephone No.
aconnelly@uesi.com Email	(772)337-0294 Fax No.

State of Florida)
City of Fort Pierce)

SUBSCRIBED AND SWORN to before me this 28th day of June, 2021, by Andrew Connelly, who is personally known to me to be the Vice President for the Firm, OR who produced the following identification: _____.

Notary Public

TINA M. PETERSON
Notary Public - State of Florida
Commission # GG 235926
My Comm. Expires Nov 2, 2022
Bonded through National Notary Assn.

My Commission Expires: 11/02/2022

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	Please see the next page for current Awarded Contracts and Projects Underway	
		$
		$
		$

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

Please see the next page for current Awarded Contracts and Projects Underway

OTHER INFORMATION ABOUT PROJECTS:

n/a

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

STATEMENT OF LITIGATION:

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

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

n/a

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 of Holly Hill projects (2017 to 2021)
$ 1,957,933.75 **Total Fees for work done on all City projects** (all other cities from 2017 to 2021)

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Recently Awarded Contracts and Projects That Are Underway

Name of Project	Contract Amount	Percent Complete	Project Owner/GC/Subcontractor
Martin County BOCC Tuckahoe Mansion Seawall Jensen Beach	$ 964,457.00	33%	Martin County BOCC
FKAA Subaqueous Crossings Pipeline Support Key Largo	$ 949,370.00	100%	Florida Keys Aqueduct Authority
FPL UHS Concrete Repairs St Lucie	$ 48,500.00	100%	Florida Power & Light
FPL SL2-26 Diving Services & Wet Well Dewatering St Lucie	$ 116,815.00	100%	Florida Power & Light
FPL Underwater Cable Survey Miami	$ 45,268.00	100%	Florida Power & Light
City of West Palm Beach Dive Services AB5 Surveys	$ 12,500.00	44%	City of West Palm Beach
FPL Equipment Staging St Lucie Nuclear	$ 167,585.00	42%	Florida Power & Light
FPL SL2-26 O&M Clean/Inspect St Lucie	$ 98,733.00	100%	Florida Power & Light
FPL Biota Intrusion St Lucie	$ 245,000.00	15%	Florida Power & Light
FPL Bus Support for Fall Outage St Lucie	$ 131,950.00	100%	Florida Power & Light
FPL SL2-26 Install Stop Logs UHS Unit 2 St Lucie	$ 21,456.00	100%	Florida Power & Light
Marathon Oil Subsea Project Support Fort Pierce	$ 290,000.00	8%	Marathon Oil Company
FPL Install Walkway at Intake Headwall St Lucie	$ 53,400.00	100%	Florida Power & Light
FPL Unit 4 Dewater & Dry Inspection Martin	$ 69,560.00	100%	Florida Power & Light
St. Lucie County Petravice Preserve Pedestrian Bridge Fort Pierce	$ 282,940.00	100%	St.Lucie County BOCC
Ranger 42" Pipe Plug Install & Removal Sanford	$ 9,995.00	100%	Ranger Construction Industries, Inc.
Jonathan's Landing Barrow Island Inspection Jupiter	$ 38,360.00	100%	Jonathan's Landing Property Owners Association
Jonathan's Landing WCS Inspections Jupiter	$ 39,786.00	16%	Jonathan's Landing Property Owners Association
Disney Living Seas Diver Training Course Lake Buena Vista	$ 28,800.00	100%	Walt Disney World
USACE Manatee Protection System Option Year 2	$ 468,144.00	100%	US Army Corps of Engineers
City of West Palm Beach Dive Services WWTP WPB	$ 68,989.50	100%	City of West Palm Beach
Johnson Davis Plug Install/Removal Delray	$ 8,280.00	100%	Johnson-Davis, Inc.
FPL Diver Investigation of Submarine Cable Crossings Brevard	$ 17,818.00	100%	Florida Power & Light
SFWMD Dive Services S368 A-C West Palm Beach	$ 4,254.00	100%	South Florida Water Management District
SFWMD Dive Services S368 D-E West Palm Beach	$ 4,254.00	100%	South Florida Water Management District
ITAC MHCP Bulkhead Inspection Nutrien Moorehead NC	$ 51,810.40	100%	Industrial TurnAround Corporation (ITAC)
City of Boca Raton Red Reef Park Snorkel Reef Boca Raton	$ 1,225,460.00	100%	City of Boca Raton

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): Signature Bank

Surety/Underwriter: (if required) Lexon Insurance Company

Other References: (Use additional sheets if necessary)
n/a

TYPE OF FIRM:

☒ Corporation/Years in Business: 37. 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

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-05 " Sunrise Park North – Northern Bulkhead 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 #21-BG-05

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 28th day of June, 2021 in the City of Fort Pierce, in the State of Florida.

Underwater Engineering Services, Inc.
Company

Authorized Signature

3306 Enterprise Road
Address

Fort Pierce, Florida 34982
City, State, Zip Code

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

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

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

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 21-BG-05 and **Sunrise Park North – Northern Bulkhead 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
Andrew Connelly
VP, Director of Project Development
Printed Name & Title

aconnelly@uesi.com
Email

PG Genatt Group, LLC
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)3337-0294
Fax No.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead 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 Statues, as stated above?

☒ **YES**
☐ **NO**

Underwater Engineering Services, Inc.
Company

Authorized Signature
Andrew Connelly
VP, Director of Project Development
Printed Name & Title

aconnelly@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.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of St. Lucie

Andrew Connelly, being first duly sworn, deposes and says that:

He/she is Vice President 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	3306 Enterprise Road Address
 Authorized Signature	Fort Pierce, Florida 34982 City, State, Zip Code
Andrew Connelly VP, Director of Project Development Printed Name & Title	(772)337-3116 Telephone No.
aconnelly@uesi.com Email	(772)337-0294 Fax No.

Subscribed and sworn to before me this 28th day of June, 2021.

Tina M. Peterson

Notary
Title

TINA M. PETERSON
Notary Public - State of Florida
Commission # GG 235926
My Comm. Expires Nov 2, 2022
Bonded through National Notary Assn.

My Commission Expires: 11/02/2022

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACKNOWLEDGEMENTS
RFP # 21-BG-05 Sunrise Park North – Northern Bulkhead Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Sunrise Park North – Northern Bulkhead 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 Sunrise Park North - Northern Bulkhead 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 Sunrise Park North – Northern Bulkhead Replacement within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 28th day of June (Month), 2021 (Year)

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

By: _____ / Andrew Connelly
(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: _____ / Andrew Connelly
(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: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: n/a
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: June 28, 2021

TINA M. PETERSON
Notary Public - State of Florida
Commission # GG 235926
My Comm. Expires Nov 2, 2022
Bonded through National Notary Assn.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

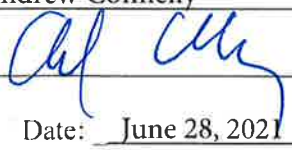
Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

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): Andrew Connelly

Authorized representative (signature): 

Project Number: 21-BG-05 Date: June 28, 2021

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 - Martin Plant
   Address: 21900 SW Warfield Blvd. Indiantown, Fl. 34956
   Point of Contact: Michael Burvenich
   Phone #: 561-691-3089 Email address: michael.burvenich@fpl.com
   Service(s) Provided: Installed over 400LF of Steel Sheet Pile with C.I.P Concrete Cap & Tieback Rods. Included Excavation, Backfill and Compaction.
   Dates of Service: October 18, 2019 to January 31, 2020

2. Name of Company: Volusia County Public Works Coastal Division - Smyrna Dunes Fishing Pier
   Address: 515 S. Atlantic Ave. Daytona Beach, Fl. 32118
   Point of Contact: Joe Nolin
   Phone #: 386-248-8072 Email address: jnolin@volusia.org
   Service(s) Provided: Constructed a 400lf Fishing Pier. Installed 89 ea. 14" SQ. PSC Piles, Wood Substructure, Composite Decking & Railing.
   Dates of Service: January 1, 2017 to June 30, 2017

3. Name of Company: Martin County - Tuckahoe Mansion Seawall Replacement
   Address: 2401 SE Monterey Rd, Stuart, Fl. 34996
   Point of Contact: David Moore
   Phone #: 772-320-3208 Email address: davidm@martin.fl.us
   Service(s) Provided: Install 400LF of Steel Sheet Pile in front of existing concrete seawall. Included Helical Tie Backs, Rip Rap, Backfill and Compaction
   Dates of Service: February 1, 2021 to Present

4. Name of Company: Indian River County - Wabasso County Fishing Pier Removal
   Address: 1800 27th Street, Vero Beach, Fl. 32960
   Point of Contact: Kirstin Leiendecker
   Phone #: 772-226-1327 Email address: kleiendecker@ircgov.com
   Service(s) Provided: Removed 400LF of Concrete Fishing Pier, Including Concrete Piles and Bridge Panels. Debris was hauled offshore for artificial reef project.
   Dates of Service: May 1, 2019 to August 2, 2019

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 Andrew Connelly - VP, Director of Project Development (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.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 28th day of June, 2021.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 11/02/2022

TINA M. PETERSON
Notary Public - State of Florida
Commission # GG 235926
My Comm. Expires Nov 2, 2022
Bonded through National Notary Assn.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-2405375

Firm Name: Underwater Engineering Services, Inc.

Mailing Address: 3306 Enterprise Road, Fort Pierce, Florida 34982

Telephone No.: (772)337-3116 Fax No.: (772)337-0294

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

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

Firm Name: same as above

Remittance Address: same as above

Submitted by: Underwater Engineering Services, Inc.

Name & Title Printed: Andrew Connelly - VP, Director of Project Development

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
5/6/2021 (Revised June 18, 2021)
Page One

Underwater Engineering Services, Inc.
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF	$1027.00	$340,964.00
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA	$4873.00	$204,666.00
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF	$472.00	$156,704.00
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$1361.00	$2722.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	350.0	CY	$64.00	$22,400.00
6	Timber Handrail System - Materials and Labor	332.0	LF	$182.00	$60,424.00
Total - Composite Sheetpile Bulkhead & Timber Railing					$787,880.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
7	Contractor Mobilization / Demobilization	1.0	LS	$46,028.00	$46,028.00
8	Demolition of Existing Structures	1.0	LS	$64,250.00	$64,250.00
9	Site Restortation (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$47,232.00	$47,232.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$21,406.00	$21,406.00
11	Environmental Control Measures	1.0	LS	$8,866.00	$8,866.00
12	Survey Layout And Asbuilts	1.0	LS	$18,242.00	$18,242.00
Total - Other Costs					$206,024.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 787,880.00
Other Costs	$ 206,024.00
Total	**$** 993,904.00
Total Base Bid	$993,904.00

Total Base Bid in Writing:

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor	$27.30	LF
3b	Concrete Pile Length Decrease - Materials and Labor	$27.30	LF

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

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead 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)
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) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

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 *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number
59 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 ▶ Ina Pederson — Date ▶ June 28, 2021

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,

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Number: TBD

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
Underwater Engineering Services, Inc.		n/a	
ADDRESS 3306 Enterprise Road Fort Pierce, FL 34982	**Applicable Procurement or Solicitation #, if any:** RFP # 21-BG-05	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 59-2405375
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: June 28, 2021

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Print Name and Title:
Andrew Connelly - VP, Director of Project Development

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION
(FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.* ***Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.***

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Underwater Engineering Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Andrew Connelly
VP, Director of Project Development
Name and Title of Contractor's Authorized Official

June 28, 2021
Date

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 4
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

The documents shown below should have been identified as Addendum 1, Addendum 2, and Addendum 3 respectively.

Addendum	RFP 21-BG-05 Sunrise North Park Bulkhead - Response to Questions.pdf	Responses to Questions	Amy Krok	6/22/2021 7:53:16 AM	PDF
Addendum	Report 137167 - Sunrise Park - North.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF
Addendum	Bid Schedule.Sunrise Park - North Bulkhead.rev.6.20.21.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF

By signing this Addendum, you acknowledge you have read and fully considered any information in the above listed documents as though they had been included as a part of the original Request for Proposal.

Tina Peterson, Marketing/Proj. Dev. Mgr — 06/28/21

(NAME / TITLE) (DATE)

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Section 2
Bid Bond



Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Underwater Engineering Services, Inc.
3306 Enterprise Road
Fort Pierce, FL 34982

SURETY:
(Name, legal status and principal place of business)
Lexon Insurance Company
600 Campus Drive, 4th Floor
Florham Park, NJ 07932

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
RFP 21-BG-05
"Sunrise Park North - Nothern Bulkhead Replacement"

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of June 2021

(Witness)

Underwater Engineering Services, Inc.
(Principal) (Seal)

(Title) Kenneth Griffin, President

Felecia Banghart
(Witness) Felecia Banghart, Witness as to Surety

Lexon Insurance Company
(Surety) (Seal)

Kelly A. Brannan
(Title) Kelly A. Brannan, Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Init.

/

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF St Lucie

On this 28th day of June 20 21 before me, a Notary Public within and for said County and State, personally appeared Kenneth Griffin to me personally known, who being duly sworn, upon oath, did say that he/she is the President of and for the Underwater Engineering Services a corporation created, organized and existing under and by the virtue of the laws of the State of Florida that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said Kenneth Griffin did acknowledge that he/she executed the said instrument as the free act and deed of said Corporation.

Tina M. Peterson
Notary Public

TINA M. PETERSON
Notary Public - State of Florida
Commission # GG 235926
My Comm. Expires Nov 2, 2022
Bonded through National Notary Assn.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

LEXON INSURANCE COMPANY

STATE OF NEW JERSEY

COUNTY OF MORRIS

On this **29th** day of **June 2021**, before me, a Notary Public within and for said County and State, personally appeared **Kelly A. Brannan** to me personally known, who being duly sworn, upon oath, did say that he is the **Attorney-in-fact** of and for the **Lexon Insurance Company**, a corporation created, organized and existing under and by the virtue of the laws of the **State of Texas** that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said **Kelly A. Brannan** did acknowledge that he executed the said instrument as the free act and deed of said Corporation.

Felecia Banghart

Notary Public

FELECIA BANGHART
NOTARY PUBLIC OF NEW JERSEY
Commission # 2451247
My Commission Expires 12/24/2024

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

10914

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Felecia Banghart, Kelly A. Brannan** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TEN MILLION Dollars ($10,000,000.00)**.

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

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of June, 2021.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

LEXON INSURANCE COMPANY
FINANCIAL STATEMENT SUMMARY
As of December 31, 2020

ASSETS	
Bonds	$ 278,099,196
Money Market &/or Stocks	$ -
Real Estate	$ 7,781,262
Cash and Short-Term Investments	$ 50,475,274
Agents' Balances &/or Uncollected Premiums	$ 5,253,146
Investment Income Due & Accrued	$ 1,570,109
Net Deferred Tax Asset	$ 3,673,847
Amounts Recoverable from Reinsurers	$ 9,402,648
Electronic Data Processing Equipment and Software	$ 115,215
Receivable from Parent, Subsidiaries and Affiliates	$ 305,955
Aggregate write-ins for other than Invested Assets	$ -
Other Assets	$ 28,259
Total Assets	**$ 356,704,911**

LIABILITIES	
Reserve for Losses and Loss Expense	$ 20,676,341
Loss Adjustment Expenses	$ 5,834,603
Reinsurance payable on paid losses	$ 502,888
Reserve for Unearned Premiums	$ (865,499)
Reserve for Other Expenses	$ 1,344,005
Reserve for Taxes, Licenses, and Fees	$ 44,217
Reserve for Current Federal Income Taxes	$ 470,705
Ceded Reinsurance Premiums Payable	$ 20,088,845
Reserve for Reinsurance	$ 3,088,684
Remittances and Items Not Allocated	$ 1,174,122
Payable to Parent, Subsidiaries and Affiliates	$ 4,171,697
Payable for Securities	$ 658,000
Collateral Funds Held	$ 238,657,399
State Tax Payable	$ 64,145
Total Liabilities	**$ 295,910,152**

POLICYHOLDERS' SURPLUS	
Capital Stock & Paid In Surplus	$ 4,213,226
Paid In & Contributed Surplus	$ 37,309,523
Surplus	$ 19,272,010
Total Policyholder Surplus	**$ 60,794,759**
Total Liabilities & Policyholder Surplus	**$ 356,704,911**

CERTIFICATE
I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2020. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

P. Gregory Lauer
SVP, CFO & Treasurer

SUBSCRIBED
and sworn to me this 8th day of March 2021.

My commission expires: May 23, 2023

Notary Public

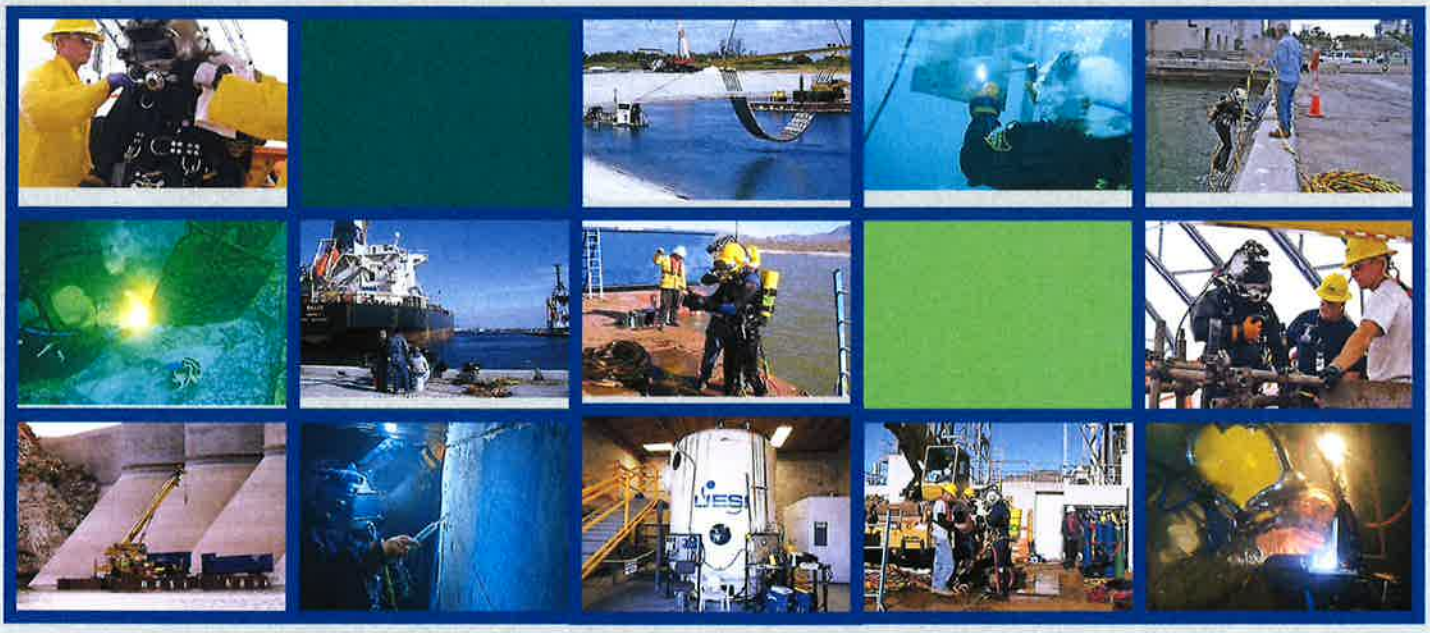
DEBBIE A. BUGG
Printed Name

DEBBIE A. BUGG NOTARY PUBLIC STATE AT LARGE, KENTUCKY NOTARY ID # 623729 COMMISSION EXPIRES 05/23/2023

SEAL

SEAL

Section 3
Company Licenses



Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, 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, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2020 - 2021

AUG 2 8 2020

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, 2021

DBA name

Business Underwater Engineering Services Inc

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

Business location: 3306 Enterprise Rd #100
Fort Pierce, FL 34982

RENEWAL

Original tax:	$27.55	City of Fort Pierce		
Penalty:				
Collection cost:				
Total:	$27.55	Paid 08/24/2020	27.55	0014-20200824-012700

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

City of Fort Pierce

BUSINESS TAX RECEIPT

SEP 15 2020

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
UNDERWATER ENGINEERING SERVICES, INC 3306 ENTERPRISE RD STE 100 FT PIERCE FL 34982	UNDERWATER ENGINEERING

Parcel ID/Business Location*: 2428-502-0037-000/9, 3306 ENTERPRISE RD 100

***This business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
September 10, 2020	September 30, 2021	0041340

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
21-00022847	CONTRACTORS, GENERAL OR SPECIALTY	

Tax Amount	$127.02
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$132.02

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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, 2021, that its most recent annual report/uniform business report was filed on January 27, 2021, 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 Twenty-seventh day of January, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

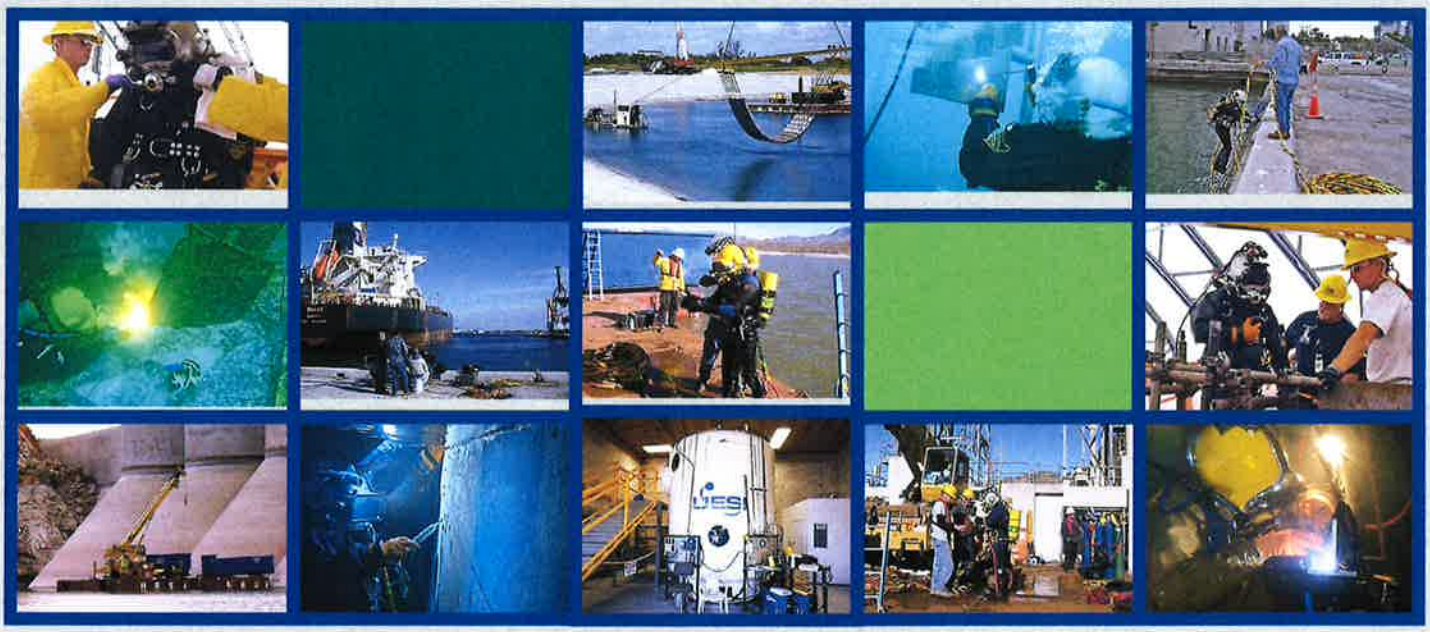
Tracking Number: 1328392135CC

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

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

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Section 4
Certificate of Insurance



Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/22/2021

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

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

PRODUCER
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT NAME: JEFF KOZARSKY
PHONE (A/C, No, Ext): 516-869-8788 **FAX (A/C, No):** 1-516-706-2973
E-MAIL ADDRESS: JKOZARSKY@GENATTGRP.COM

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 :	
INSURER F :	

INSURED
Underwater Engineering Services, Inc.
3306 Enterprise Road
Suite 203
Fort Pierce FL 34982

COVERAGES **CERTIFICATE NUMBER:** 1290200293 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	OMH8915785	2/28/2021	2/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X $1,000 COMP / X $1,000 COLL	Y	Y	CAP3035751	2/28/2021	2/28/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 15,000	Y	Y	ML2021MEE00205 OMX10004639807	2/28/2021 2/28/2021	2/28/2022 2/28/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC33464099	2/28/2021	2/28/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Maritime Endt / Jones Act	Y	Y	WC33464099	2/28/2021	2/28/2022	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 02/28/21-2/28/22 $5,000,000 LIMIT
(G) P&I/HULL LIABILITY - GREAT AMERICAN INS. CO. POLICY#OMH8915912 02/28/21-2/28/22 $1,000,000 LIMIT
US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER WC000106A
(H) INLAND MARINE - XL SPECIALTY INSURANCE COMPANY POLICY#UM00083574MA21A 02/28/21-2/28/22 $500,000 FOR LEASED/RENTED EQUIPMENT $1,000 DEDUCTIBLE-REPLACEMENT COST
(I) PROFESSIONAL LIABILITY, POLICY# PUNDE000421, CARRIER: LLYODS OF LONDON, TERM: 02/28/21-2/28/22 $1,000,000 EACH CLAIM, $1,000,000 AGGREGATE

See Attached...

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

CANCELLATION 30 day notice applies

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: RFP # Number 21-BG-05 and Sunrise Park North - Northern Bulkhead 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 D (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POSEIDON Inc.
DREDGE & MARINE

Sunrise Park North-Northern Bulkhead Replacement
Number: RFP 21-BG-05

Poseidon Dredge & Marine Inc.

319 Wickline Blvd Suite A
Lantana, Florida 33462
561-296-4991

Karina Quiros-President
11/04/2013

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Table of Contents

Tab I-Management Summary.....1
Tab II-Corporate Experience and Capacity.....2-6
Tab III-Company References.....7-11
Tab IV-Acceptance of Conditions-.....12
Tab V-Professional Certification/Licenses.....
(a)-Construction Industry Licensing Board certification.....13
(b)-Division of Corporation Sunbiz.....14-15
(c)-Department of Management Certification.....16
(d)-SBA Certification Letter.....17-18
(e)-Palm Beach County Small Business Enterprise.....19
(f)- Palm Beach County Office of Equal Business Opportunity.....20
(g)- South Florida Water Management Certification.....21
(h)-City of Tampa Certification.....22
(i)- Poseidon Dredge & Marine Insurance.....23-26
(j)Affiliations/Memberships.....27
Tab VI-Required Form Submitted.....
(a)-Professional Service Agreement.....28-29
(b)-Proposer Checklist.....30
(c)-Conflict of Interest Affidavit.....31
(d)-Proposer Qualification Form.....32-33
(e)-Declaration Statement.....34
(f)-Insurance Requirements.....35-36
(g)-Drug-Free Workplace Program Certification.....37
(h)-Non-Collusion Affidavit of Prime Qualifier.....38
(i)-Acknowledge.....39-40
(j)-Compliance with The Public Records.....41
(k)-References Form.....42
(l)-Public Entity Crimes Statement.....43-44

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Management Summary

Poseidon Dredge & Marine Inc. will build and manage the "Sunrise Park North"- Northern Bulkhead Replacement RFP-321-BG-05, with its own forces and equipment. PDM will follow its company policies and organizational chart in managing this project. PDM accepts the terms and condition mentioned in the ITB for the project. PDM will assign a project manager and superintendent dedicated to this project. The proposed team for this will be the following:

- Senior PM- Peter Kolb 561-296-4991 Peterk@pdmarineinc.com
- PM-Loronzo Garay 561-296-4991 Robg@pdmarineinc.com
- Quality Control/Field Engineer- Hector Garcia Hectorg@pdmarineinc.com
- Site Superintendent- Joe Tennant 561-296-4991 Josepht@pdmarineinc.com

Karina Quiros
President
Poseidon Dredge & Marine Inc.

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Corporate Experience and Capacity

Poseidon Dredge & Marine Inc. (PDM) was formed in 2013 as an S. Corp, Dredging & Marine Contractor. PDM offices are located at 319 Wickline Blvd Lantana, Florida 33462. PDM has an equipment yard and facility at 730 N 4th Street Lantana, Florida 33462. PDM also has a marine facility located at 3415 SW 96th Street Stuart, Florida 34997.

PDM has 7 employees working at the office and approximately 27 employees working in the field on multiple projects. PDM owner and president is Karina Quiros. Her contact information is: 561-296-4991 Karinaq@pdmarineinc.com.

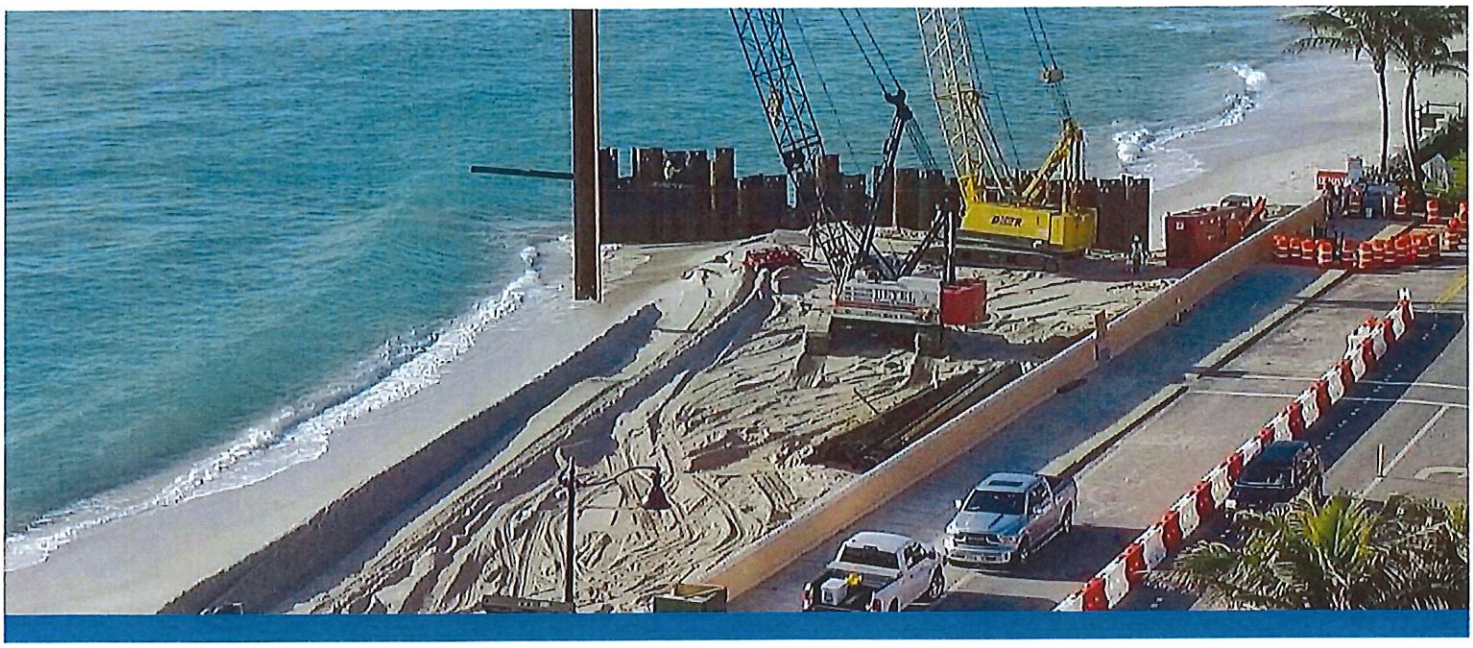
PDM owns the following equipment:

- Crawler Cranes- 4 each-60 tons to 110 tons
- Mobile Crane -2 each-60 tons to 100 tons
- Kenworth Truck with 2 dump bed trailers , 1 low-boy trailer, and 1 flat deck trailer
- Air Compressor-3 each from 185 to 375 CMF
- Multiple spud barges- sizes 110x40, 120x35, 35x50, an assortment of sectional barges, 125x40 hopper barge
- Push Boats- 2 each 800 HP truck able tugboats
- Offshore tugboats- 3 each 1500 HP offshore tugboats
- Fleet Vehicles-PDM owns an assortment of fleet vehicles. PDM has pickup trucks box vans, flat beds trucks etc.
- Misc tools- any tool related to marine construction tasks.
- Rigging-PDM owns an assortment of rigging and spreader bars ranging in various sizes and capacities.

Karina Quiros
President
Poseidon Dredge & Marine Inc.

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)



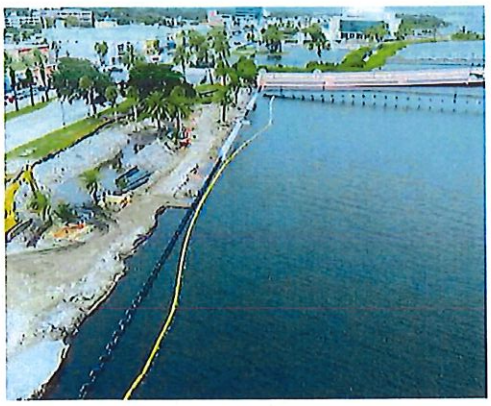
POSEIDON Inc.
DREDGE & MARINE

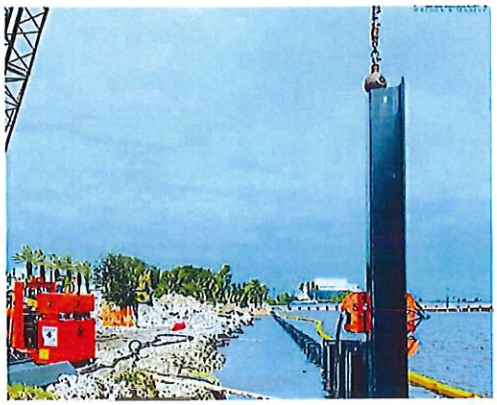
Headquarters
319 Wickline Blvd Suite A
Lantana, FL 33462
561-296-4991
info@PDMarineinc.com

Lantana Yard
730 N 4th Street
Lantana, FL 33462
561-296-4991
info@PDMarineinc.com

Stuart Yard
3415 SW 96th Street
Stuart, FL 34997
561-296-4991
info@PDMarineinc.com

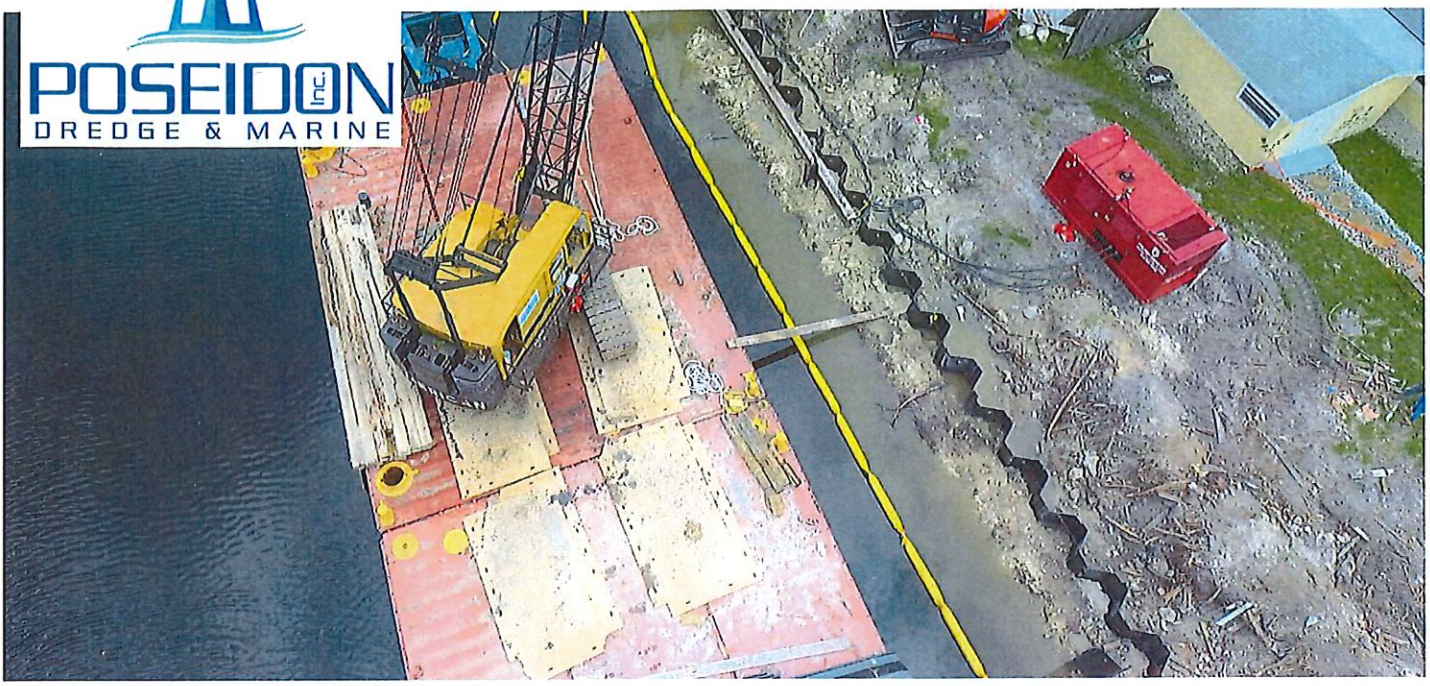






Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE



MISSION

Poseidon is a leader in providing value-added construction services to our customers by creating a successful partnership with them throughout the construction process. Our pledge is to establish relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance from every member of our team.

EXPERTISE:

- SEAWALL
- DOCKS
- DREDGING
- TUG & BARGE SUPPORT
- BEACH RENOURISHMENT
- MARINAS
- PILE DRIVING
- EROSION CONTROL

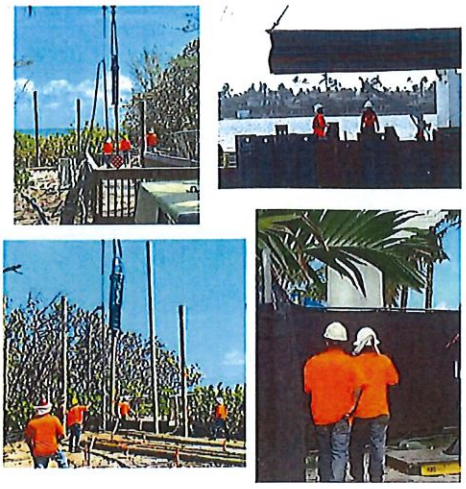
EXPERIENCE

Poseidon is composed of seasoned professionals who bring an unmatched depth of industry knowledge to every project. We work closely and collaboratively with customers to create solutions to exacting standards that achieve not only their immediate goals, including on-time completion, but also bring long-term value to their investment.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

SAFETY FIRST

The safety of all employees and customers is the key to our success. Safety-through leadership success is born out of a strong advocacy for accident prevention, innovative training, and a proven track record of exceeding regulatory compliance. Being responsible and accountable is a priority for every employee, with special emphasis on performing every task safely, every time.



EQUIPMENT

Poseidon is the owner and operator of specialized terrestrial and waterborne equipment. Within the company's terrestrial spread you will find a selection of earth moving equipment, including skid steers, dozers, wheel loaders, excavators, including hydraulic and friction cranes ranging from 15 to 200 tons.

Poseidon fleet consists of tug boats from 500 H.P. to 1600 H.P. accompanied with barges in sizes from 40' to 150'. Poseidon has an assortment of pile driving and specialized equipment starting with vibratory, diesel and traditional mechanical hammers to a range of tools, such as rock punches, air lifts, rock augurs, mandrels etc.... all custom fitted and mostly manufactured in house by Poseidon staff.



COMMUNITY

Poseidon is actively engaged in supporting the people and environments where we operate. Poseidon and its employees actively volunteer in community improvement efforts and support local non-profit through-out Florida.

CERTIFICATIONS & MEMBERSHIP

- Florida Department of Transportation Certified
- W/MSBE Florida Certified
- Palm Beach County Small Business Certified
- City of West Palm Beach Small Business Certified
- City of Tampa Minority Certified
- SFWMD Small Business Certified
- Florida Emergency Supplier Network Certified
- Florida Marine Contractors Association
- Marine Industrial Association
- The Propeller Club Port of Miami

Marine Industries Association OF PALM BEACH COUNTY, INC.

office of supplier DIVERSITY

FDOT

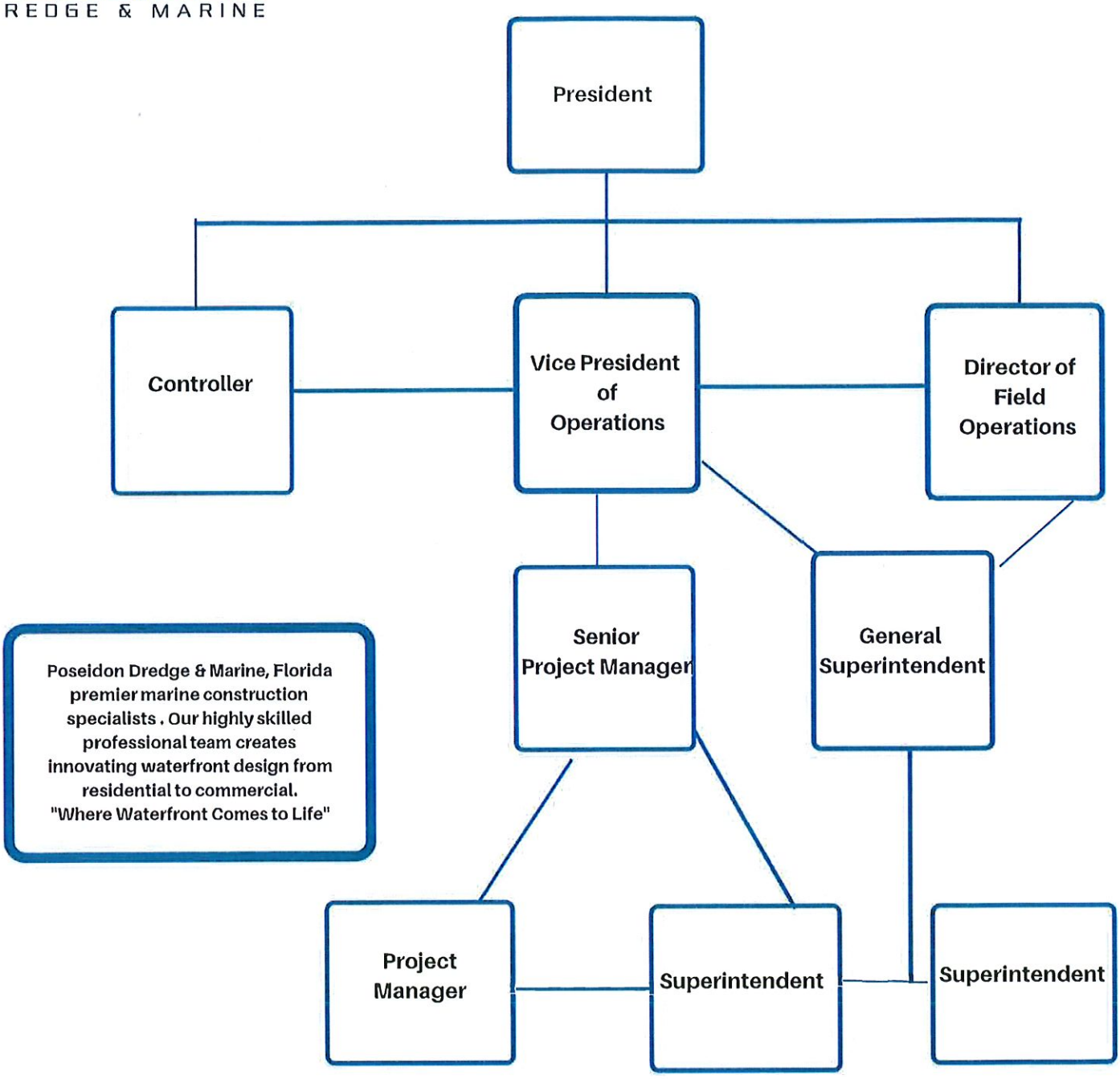
City of Tampa

PALM BEACH COUNTY FLORIDA

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

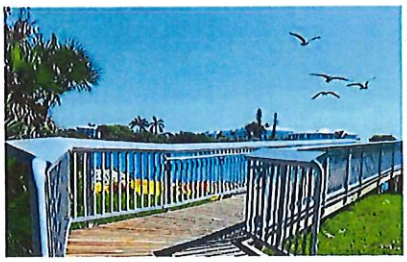
POSEIDON INC.
DREDGE & MARINE

Organizational Chart



Poseidon Dredge & Marine, Florida premier marine construction specialists . Our highly skilled professional team creates innovating waterfront design from residential to commercial.
"Where Waterfront Comes to Life"







Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Poseidon Dredge & Marine References

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

POSEIDON INC.
DREDGE & MARINE

Project Name and Location: North Lauderdale Canal Bank Replacement, North Lauderdale, Fl :

179 LF of steel sheet pile installation along a residential canal in North Lauderdale. Project included site restoration and installing a reinforced concrete cap as well as concrete batter piles. Sectional barges were assembled in the canal and a 50-ton conventional crawler crane was mounted on the barge to perform work.

Name of Client: City of North Lauderdale
Location: North Lauderdale, Florida
Project Start Date: 06/2016
Project End Date: 10/2019
Project Reference Contact:
Sam May or Neil Buckeridge
954-724-7070
701 SW 71st Ave
North Lauderdale, Florida 33068
Smay@nlauderdale.org or Nbuckeridge@nlauderdale.org



Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON INC.
DREDGE & MARINE

Project Name and Location: Isles of Palm, Ft. Lauderdale Florida:

The work preformed under this contract consisted of furnishing of all tools, equipment, materials, supplies, manufactured articles, transportation and services; including fuel, power, water and essential communications, for the performance of all labor, work, and /or other operations required to install- 922LF of steel sheet pile seawall with concrete cap; stormwater drainage systems including milling then repaving adjacent asphalt road; and demolition of existing 922 LF coquina rock gravity wall and footer. The work also included all associated general, civil, structural, landscaping, electrical work, and all appurtenant work.

Name of Client: City of Ft. Lauderdale
Location: Ft. Lauderdale, Florida
Project Start Date: 01/2020
Project End Date: 08/2020
Project Reference Contact:
Francisco Rios, P.E
101 N.E 3rd Ave
Ft. Lauderdale, Florida 33301
954-828-5807
Frios@fortlauderdale.gov



Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON INC.
DREDGE & MARINE

Project Name and Location: Coronado Bulkhead Replacement Project, Highland Beach Florida

Installation of 480 LF of steel sheet pile installation with concrete cap. Sheet pile installed behind the existing concrete king/batter piles and concrete wall panel. Existing wall and piles removed after sheet piles were driven.

Name of Client: Coronado Bulkhead Replacement
Location: Highland Beach, Florida
Project Start Date: 10/2019
Project End Date: 04/2020
Project Reference Contact:
John Cunningham
Cummins & Cederberg
50 Us-1 Suite 308
Jupiter, Florida 33477
561-210-9330
Jcunningham@cumminscederberg.com



Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON INC.
DREDGE & MARINE

Project Name and Location: Bermuda Cay Condo, Boynton Beach, Florida :

Installed new concrete seawall, consisting of concrete batter, sheet, and king piles. Removed the existing outdated drainage and installed new drainage.

Name of Client: Bermuda Cay Condo
Location: Boynton Beach, Florida
Project Start Date: 03/2017
Project End Date: 07/2018
Project Reference Contact:
David Frodsham
759 S Federal Highway Suite 314
Stuart, Florida 34994
772-781-3400
Dave.Frodsham@tertratech.com



Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON Inc.
DREDGE & MARINE

Acceptance of Conditions

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

POSEIDON Inc.
DREDGE & MARINE

Professional Certification License & Affiliations

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

QUEVEDO, JAVIER

POSEIDON DREDGE & MARINE, INC
319 WICKLINE BLVD
STE A
LANTANA FL 33462

LICENSE NUMBER: CGC1516366

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

pg.13

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)



Detail by Entity Name

Florida Profit Corporation
POSEIDON DREDGE & MARINE, INC

Filing Information

Document Number	P13000089955
FEI/EIN Number	46-4060576
Date Filed	11/04/2013
State	FL
Status	ACTIVE

Principal Address

319 Wickline Blvd
Suite A
Lantana, FL 33462

Changed: 01/29/2018

Mailing Address

319 WICKLINE BLVD.,
SUITE A
LANTANA, FL 33462

Changed: 10/30/2017

Registered Agent Name & Address

QUIROS, KARINA
319 Wickline Blvd
Suite A
Lantana, FL 33462

Address Changed: 01/29/2018

Officer/Director Detail

Name & Address

Title DIR

QUIROS, KARINA
319 WICKLINE BLVD.,
SUITE A
LANTANA, FL 33462

pg.14

Title President

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Quiros, Karina
319 Wickline Blvd
Suite A
Lantana, FL 33462

Title Secretary

Quiros, Karina
319 Wickline Blvd
Suite A
Lantana, FL 33462

Annual Reports

Report Year	Filed Date
2019	02/18/2019
2020	02/24/2020
2021	02/08/2021

Document Images

02/08/2021 -- ANNUAL REPORT	View image in PDF format
02/24/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
02/27/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
11/04/2013 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

State of Florida

Woman & Minority Business Certification

Poseidon Dredge & Marine, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/04/2021 to 01/04/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

pg.16

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

U.S. Small Business Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

4/26/2021

Ms. Karina Quiros
POSEIDON DREDGE & MARINE, INC.
319 WICKLINE BLVD
LANTANA, FL 33462

Dear Karina Quiros:

Congratulations! Your firm has been certified as an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR). This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining EDWOSB certification are available at 13 CFR 127.400 and at beta.Certify.sba.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: https://www.sba.gov/wosbready

All SBA programs and services are extended to the public on a nondiscriminatory basis.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

- SBA's 7(j) Program: EDWOSB firms may also be eligible for 7(j) management and technical assistance by contacting their local SBA district office please visit: https://www.sba.gov/tools/local-assistance.

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at https://beta.certify.sba.gov/help/ or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,

Thomas J. McGrath

Thomas McGrath
Deputy Director
Office of Government Contracting

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

All SBA programs and services are extended to the public on a nondiscriminatory basis.

12/14/2020

Karina Quiros, President
Poseidon Dredge & Marine, Inc.
319 Wickline Blvd., Ste A
Lantana FL 33462-3184

Dear Ms. Quiros:

The Palm Beach County Office of Equal Business Opportunity (OEBO) has completed its review of your application and documents and is pleased to announce that your firm has been recertified for:

95935 - Construction Services, General (Marine)
96834 - Dredging Services

as a Small/Minority Business Enterprise (S/MBE) for three (3) years, expiring January 25, 2024. You will not receive Small/Minority Business Enterprise (S/MBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified S/M/WBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 6166840.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OEBO. Your company name and vendor code must be the same in both Purchasing and OEBO. Failure to maintain your firm in accordance with S/M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of Poseidon Dredge & Marine, Inc. with vendor code VS0000007137.

Sincerely,

Deirdre Kyle
SBD Specialist III

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

PALM BEACH COUNTY OEBO OFFICE OF EQUAL BUSINESS OPPORTUNITY
SMALL BUSINESS IS BIG BUSINESS

Palm Beach County
Board of County
Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Poseidon Dredge & Marine, Inc.

Vendor # **VS0000007137**

is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

January 26, 2021 to January 25, 2024

The following services and/or products are covered under this certification:

Construction Services, General (Marine); Dredging Services

Allen Gray, Manager
12/16/2020

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 8, 2021

REGISTERED VENDOR NO.: 121697

Ms. Karina Quiros, President
Poseidon Dredge & Marine, Inc.
319 Wickline Blvd, Suite A
Lantana, FL 33462

CERTIFICATION EFFECTIVE DATE:
April 08, 2021

CERTIFICATION EXPIRATION DATE:
April 08, 2024

Dear Ms. Quiros:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Marine Construction and Dredging Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JLF

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)



City of Tampa Florida

Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89

Poseidon Dredge & Marine, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

MARINE CONSTRUCTION AND RELATED SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR

The certification is valid from March 21, 2021 to March 21, 2023

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager

pg.22

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2021

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

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

PRODUCER IDR Specialty, LLC P.O. Box 101163 Pittsburgh PA 15237	CONTACT NAME: Jeffrey McGeary PHONE (A/C, No, Ext): 7249340444 FAX (A/C, No): E-MAIL ADDRESS: jmcgeary@idrspecialty.com
INSURED POSEIDON DREDGE & MARINE, Inc. 319 Wickline Blvd, Suite A Lantana FL 33462	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : NEW YORK MARINE & GEN INS CO — 16608 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ML202100002282	02/18/2021	02/18/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	ML202100002281	02/18/2021	02/18/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC202100021116	02/18/2021	02/18/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Blanket Equipment/Rented and Leased Equipment			IM202100006745	02/18/2021	02/18/2022		1,305,270

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

Includes Longshoreman USL & H, Crew Coverage, Marine Employers Liability, P & I, Rented & Leased Equipment.

CERTIFICATE HOLDER

For Bidding Purpose Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/21

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

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

PRODUCER
StateFarm
ANTHONY GARCIA INSURANCE3
1035 S. STATE RD. 7, SUITE 311
WELLINGTON, FL 334141

CONTACT NAME:
PHONE (A/C, No, Ext): 561-793-9822 FAX (A/C, No): 561-793-9881
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
POSEIDON DREDGE & MARINE INC.
319 WICKLINE BLVD STE A
LANTANA , FL 33462-3184

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			D68 8332-C18-59	03/18/2021	03/18/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			E10 3629-F15-59	06/15/2021	06/15/2022	BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			D31 6131-F22-59	06/22/2021	06/22/2022	BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			E67 2359-B24-59	02/24/2021	02/24/2022	PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/21

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

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

PRODUCER

StateFarm

ANTHONY GARCIA INSURANCE3
1035 S. STATE RD. 7, SUITE 311
WELLINGTON, FL 334141

CONTACT NAME:
PHONE (A/C, No, Ext): 561-793-9822 FAX (A/C, No): 561-793-9881
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

POSEIDON DREDGE & MARINE INC.
319 WICKLINE BLVD STE A
LANTANA , FL 33462-3184

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY			D32 8409-F22-59	06/22/2021	06/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			G51 8247-A04-59	01/04/2021	07/04/2022	BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			G47 3712-E27-59A	05/27/2021	05/27/2022	BODILY INJURY (Per accident)	$ 1,000,000
				E51 1969-D10-59	04/10/2021	04/10/2022	PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/21

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

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

PRODUCER

StateFarm

ANTHONY GARCIA INSURANCE3
1035 S. STATE RD. 7, SUITE 311
WELLINGTON, FL 334141

CONTACT NAME:
PHONE (A/C, No, Ext): 561-793-9822 FAX (A/C, No): 561-793-9881
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

POSEIDON DREDGE & MARINE INC.
319 WICKLINE BLVD STE A
LANTANA , FL 33462-3184

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY			D31 6128-F22-59A	06/22/2021	06/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			G55 2344-B07-59	02/07/2021	02/07/2022	BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			G77 3035-B16-59	02/16/2021	02/16/2022	BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

POSEIDON INC.
DREDGE & MARINE

Membership & Affiliations

PROUD MEMBER OF
Marine Industries Association
OF PALM BEACH COUNTY, INC.

The Propeller Club of the United States
Founded 1927

PDCA 25
WWW.PILEDRIVERS.ORG
1995 - 2020

FMCA
Florida Marine Contractors Association

319 Wickline Blvd. Suite A | Lantana, FL 33462 | O: 561-296-4991 | F: 561-697-3238

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North - Northern Bulkhead Replacement
Request for Proposal (RFP) 21-BG-05

THIS AGREEMENT is made and entered into this 25 day of XXX , 2021, by and between Poseidon Dredge & Marine Inc., duly authorized to conduct business in the State of Florida and whose address is 319 Wickline Blvd Suite A Lantana Florida 33462, 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 #21-BG-05), 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:
Karina Quiros, President (Name, Title)
Poseidon Dredge & Marine Inc. (Company)
319 Wickline Blvd Suite A (Address)
Lantana, Florida 33462 (City, State, Zip)
561-296-4991 (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.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

SECTION 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 CONCERNNG 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:

_____

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated: 6/25/2021

Attachments: A. RFP #21-BG-05
B. Firm Response to RFP

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

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

I M P O R T A N T: 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 # 21-BG-05, Proposal Title "Sunrise Park North – Northern Bulkhead Replacement " and Due Date "June 29th , 2021 @ 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

Poseidon Dredge & Marine Inc. Company	319 Wickline Blvd Suite A Address
 Authorized Signature	Lantana, Fl 33462 City, State, Zip Code
Karina Quiros President Printed Name & Title	561-296-4991 Telephone No.
Karinaq@pdmarineinc.com Email	561-697-3238 Fax No.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

Poseidon Dredge & Marine Inc. Company	319 Wickline Blvd Suite A Address
 Authorized Signature	Lantana, Florida 33462 City, State, Zip Code
Karina Quiros President Printed Name & Title	561-296-4991 Telephone No.
Karinaq@pdmarineinc.com Email	561-697-3238 Fax No.

State of Florida)
City of Palm Beach)

SUBSCRIBED AND SWORN to before me this 25 day of June, 2021, by Karina Quiros, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Notary Public

NATASHA MARTIN
MY COMMISSION # HH 115932
EXPIRES: April 10, 2025
Bonded Thru Notary Public Underwriters

My Commission Expires: 04/10/2025

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
95 %	Daytona River Front Seawall	$ 3,167,709.36
20%	Harvard Avenue Seawall Replacement	$ 826,568.73
30%	Jacksonville Port Authority August Drive Seawall Reaplcement	$ $2,276,305.00

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

City of Miami Virginia Key Boat & Trailer Parking, D2

Palm Beach County Harbor Rd Seawall Reaplcement

Palm Beach County Inshore Annual Construction (Federalized)

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.

$ 9,057,605.00 **Total Fees for work done on all City projects**

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): Bryn Basehore ,Bank Manager of PNC Bank ,216-222-5767

100 Royal Palm Beach Blvd, Royal Palm Beach Florida 33411

Surety/Underwriter: (if required) Dawn Auspitz , Alter Surety Group Inc.

Alter Surtey Group Inc. 5979 NW 151st Street Suite 202 Miami , Florida 33314

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☑ Corporation/Years in Business: 11/04/2013 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.

Poseidon Dredge & Marine Inc.
Company

Authorized Signature

319 Wickline Blvd Suite A
Address

Lantana, FL 33462
City, State, Zip Code

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-05 " Sunrise Park North – Northern Bulkhead 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 #21-BG-05**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 25 day of June, 20 21 in the City of Palm Beach, in the State of Florida.

Poseidon Dredge & Marine Inc.
Company

Authorized Signature

319 Wickline Blvd Suite A
Address

Lantana, FL 33462
City, State, Zip Code

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

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

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

☒ 4. Automobile Liability	$ **500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 21-BG-05 and **Sunrise Park North – Northern Bulkhead 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**.

Poseidon Dredge & Marine Inc.
Company

Authorized Signature

Karina Quiros President
Printed Name & Title

Karinaq@pdmarineinc.com
Email

IDR Specialty, LLC
Insurance Agency

Signature of Proposer's Agent

319 Wickline Blvd Suite A
Address

Lantana, FL 33462
City, State, Zip Code

561-296-4991
Telephone No.

561-697-3238
Fax No.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead 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).

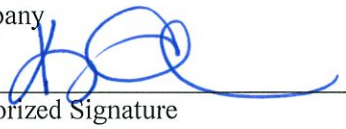
(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere 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 Statues, as stated above?

☑ **YES**
☐ **NO**

Poseidon Dredge & Marine inc.	319 Wickline Blvd Suite A
Company	Address
	Lantana, FL 33462
Authorized Signature	City, State, Zip Code
Karina Quiros President	561-296-4991
Printed Name & Title	Telephone No.
Karinaq@pdmarineinc.com	561-697-3238
Email	Fax No.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Palm Beach

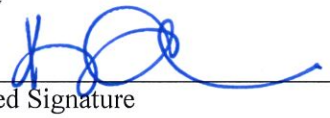
Karina Quiros, being first duly sworn, deposes and says that:

He/she is President of Poseidon Dredge & Marine 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.

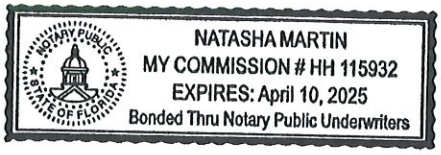
Poseidon Dredge & Marine Inc. Company	319 Wickline Blvd Suite A Address
 Authorized Signature	Lantana, FL 33462 City, State, Zip Code
Karina Quiros President Printed Name & Title	561-296-4991 Telephone No.
Karinaq@pdmarineinc.com Email	561-697-3238 Fax No.

Subscribed and sworn to before me this 25 day of June, 20 21.

Karina Quiros

President
Title

My Commission Expires: 04/10/2025



Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACKNOWLEDGEMENTS
RFP # 21-BG-05 Sunrise Park North – Northern Bulkhead Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide **Sunrise Park North – Northern Bulkhead 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 **Sunrise Park North - Northern Bulkhead 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 **Sunrise Park North – Northern Bulkhead Replacement** within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 25 day of June (Month), 2021 (Year)

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead 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: _____ / Karina Quiros
(Signature) (Print name)

Address: 319 Wickline Blvd Suite A Lantana Florida 33462

_____

_____

Telephone: (561)296-4991 **Fax:** (561) 697-3238

Taxpayer Identification Number (TIN/EIN): 46-4060576

State Under Which Corporation Was Chartered:
Florida

Corporate President: Karina Quiros
(Print Name)

Corporate Secretary: Karina Quiros
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Karina Quiros
Secretary

Signature: _____ **Date:** 06/25/2021

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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: Poseidon Dredge & Marine Inc.

Authorized representative (printed): Karina Quiros

Authorized representative (signature): 

Project Number: 21-BG-05 Date: 06/25/2021

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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: North Lauderdale Canal Bank Replacement, City of North Lauderdale
   Address: 701 SW 71 Ave North Lauderdale, Florida 33068
   Point of Contact: Sam May or Niel Buckeridge
   Phone #: 954-724-7070 Email address: smay@nlauderdale.org or nbuckeridge@nlauderdale,org
   Service(s) Provided: 179 LF of steel pile installation along a residentail canal in North.Lauderdale. Project included site restoration and installing a reinforced concrete cap as well as concrete batter piles. Sectional barge were assembled in the canal.
   Dates of Service: 10/2019

2. Name of Company: Isles of Plams, City of Ft. Lauderdale
   Address: 101 N.E 3rd Ave Ft. Lauderdale Florida 33301
   Point of Contact: Francisco Rios P.E
   Phone #: 954-828-5807 Email address: Frios@fortlauderdale.gov
   Service(s) Provided: Install 922 LF of steel sheet pile seawall with concrete cap; stormwater drainage syatem including milling than repaving adjacent asphalt road; and demolition of existing 922 lf coquina rock gravity wall and footer.
   Dates of Service: 08/2020

3. Name of Company: Coronado Bulkhead Replacment Project, Highland Beach Florida
   Address: 3400 S Ocean Blvd Highland Beach, Florida 33487
   Point of Contact: John Cunningham
   Phone #: 561-210-9330 Email address: jcunningham@cumminscederberg.com
   Service(s) Provided: Installation of 480 LF of steel sheet pile installation with concrete cap. Sheet pile installed behind the existing concrete king/batter piles and concrete wall panel. Existing wall and piles removed after sheet pile were driven.
   Dates of Service: 04/2020

4. Name of Company: Bermuda Cay Condo, Boynton Beach Florida
   Address: 661 E Woolbright Rd Boynton Beach, Florida 33435
   Point of Contact: David Frodsham
   Phone #: 772-781-3400 Email address: Dave.Frodsham@tertratech.com
   Service(s) Provided: Installed new concrete seawall, consisting of concrete batter, sheet, and king piles. Removed the existing outdated drainage and installed new drainage.
   Dates of Service: 07/2018

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 Karina Quiros President (Print Individual's Name and Title)
for Poseidon Dredge & Marine Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 319 Wickline Blvd Suite A Lantana Florida 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4060576

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.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 25 day of June, 2021.

Personally known ✓ _____
(Notary)

OR produced identification _____ Notary Public State of Florida

_____ My commission expires: 04/10/2025
(Type of Identification)

NATASHA MARTIN
MY COMMISSION # HH 115932
EXPIRES: April 10, 2025
Bonded Thru Notary Public Underwriters

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 46-4060576

Firm Name: Poseidon Dredge & Marine inc.

Mailing Address: 319 Wickline Blvd Suite A Lantana Florida 33462

Telephone No.: 561-296-4991 Fax No.: 561-697-3238

Email Address: Karinaq@pdmarineinc.com Web Address: www.pdmarineinc.com

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: Poseidon Dredge & Marine Inc.

Name & Title Printed: Karina Quiros President

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead 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)
Poseidon Dredge & Marine Inc.

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
319 Wickline Blvd Suite A

Requester's name and address (optional)

City, state, and ZIP code
Lantana, FL 33462

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
46-4060576

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 06/25/2021

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)

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Contract Number: 21-BG-05

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Karina Quiros		Doing business as (DBA) Poseidon Dredge & Marine Inc.	
ADDRESS 319 Wickline Blvd Suite A Lantana Florida 33462	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 46-4060576
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: 06/25/2021

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Print Name and Title:
Karina Quiros President

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION
(FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.* ***Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.***

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Poseidon Dredge & Marine Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Karina Quiros President

Name and Title of Contractor's Authorized Official

06/25/2021

Date

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
5/6/2021 (Revised June 18, 2021)
Page One

Poseidon Dredge & Marine Inc.
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF	$1,070.00	$355,240.00
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA	$ 2,522.75	$ 105,955.50
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF	$ 334.59	$ 111,083.88
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$ 7,250.00	$ 14,500.00
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	350.0	CY	$ 117.00	$ 40,950.00
6	Timber Handrail System - Materials and Labor	332.0	LF	$ 207.00	$ 68,724.00
Total - Composite Sheetpile Bulkhead & Timber Railing					$696,453.38

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
7	Contractor Mobilization / Demobilization	1.0	LS	$ 23,068.00	$ 23,068.00
8	Demolition of Existing Structures	1.0	LS	$ 44,070.00	$ 44,070.00
9	Site Restortation (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$ 34,987.00	$ 34,987.00
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$15,558.00	$ 15,558.00
11	Environmental Control Measures	1.0	LS	$ 15,901.00	$ 15,901.00
12	Survey Layout And Asbuilts	1.0	LS	$ 12,558.00	$ 12,558.00
Total - Other Costs					$ 146,142.00

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 696,453.38
Other Costs	$ 146,142.00
Total	$ 842,595.38
Total Base Bid	$842,595.38

Total Base Bid in Writing: Eight Hundred and Forty Two Thousand and Ninety Five Dollars and Thirty Eight Cents

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor	$ 27.00	LF
3b	Concrete Pile Length Decrease - Materials and Labor	$ 22.00	LF

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

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 4
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

The documents shown below should have been identified as Addendum 1, Addendum 2, and Addendum 3 respectively.

Addendum	RFP 21-BG-05 Sunrise North Park Bulkhead - Response to Questions.pdf	Responses to Questions	Amy Krok	6/22/2021 7:53:16 AM	PDF
Addendum	Report 137167 - Sunrise Park - North.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF
Addendum	Bid Schedule.Sunrise Park - North Bulkhead.rev.6.20.21.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF

By signing this Addendum, you acknowledge you have read and fully considered any information in the above listed documents as though they had been included as a part of the original Request for Proposal.

Karina Quiros/ President (NAME / TITLE)

06/25/2021 (DATE)

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 5
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The attached changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Karina Quiros / President — 06/25/2021

(NAME / TITLE) (DATE)

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Sign-in Sheet Pre-Bid Meeting RFP 21-BG-05
SUNRISE PARK NORTH – NORTHERN BULKHEAD REPLACEMENT
June 1, 2021
10:00 AM

Name	Company	Phone #	Email
Timiy West	Gregori Const	321-567-4010	TWest@gregori-inc.com
Sarah Oliver	CE Cline Construction	386-931-0236	Sarah@Clineconstruction.net
Tony LANDRY	RUSH MARINE LLC	813 393 7375	tlandry@rushinc.com
Matthew Cumello	Kiewit	407-521-5281	chris.beaudoin@kiewit.com
Amy Krok	City of H.H.	386-248-9430	akrok@holly hill fl.org

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

SEA Diversified, Inc.
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
Phone: 561-243-4920
www.seadiversified.com

MEMORANDUM

Date:	June 18, 2021
To: Company:	Steven Juengst / Stella Gurnee City of Holly Hill
From:	William T. Sadler Jr., P.E., P.S.M. President
CC:	Randy Foltz, Sea Diversified Neil Wood, Sea Diversified
Re:	**Response to Contractors Questions – Addendum Number 1** RFP 21-BG-05 Sunrise Park North, Northern Bulkhead Replacement
Sent via:	Electronic Mail (copy via facsimile)

The following are our responses to the questions raised by the Contractors:

May 27, 2021:

1. *Is there an engineer's estimate or budget available for the above project?*
   SDI: An Engineer's estimate is not available. FEMA approved budget is $561,231.99.

2. *Has an anticipated start or end date been set for construction?*
   SDI: The anticipated start date is August 2021 with 180 calendar days scheduled for construction.

May 28, 2021 & June 7, 2021

1. *Sheet N-1, Article 10-Composite Sheet Piling, Item 7. Calls for UC-95 as supplied by Crane Materials International (CMI). However, Sheet S-1 identifies the composite sheet pile as UC-75 or equal. Please clarify which sheet pile is required and if an equal will be accepted.*
   SDI: The sheetpile is a CMI Type UC-75, or equal.

June 8, 2021

1. *RFI: Request for approved equal for FRP Sheet Pile. , Specs attached – UC-75 or EverComp 80.5 as an equivalent*
   SDI: For bidding purposes, assume that the EverComp 80.5 Sheet is an acceptable alternative to the UC-75.

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

UNIVERSAL
ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

Sunrise Park North Bulkhead Design
Daytona Beach, Volusia County, Florida

UES Project No. 0430.2000258.0000
UES Report No. 137167

December 18, 2020

Prepared for:

Mr. Neil Wood
Sea Diversified, Inc.
151 NW 1st Avenue
Delray Beach, Florida 33444

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119

CONSULTANTS:
Geotechnical Engineering • Environmental Engineering • Construction Materials Testing Threshold Inspection • Private Provider Inspection • Geophysical Studies

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Poseidon Dredge & Marine Inc.
319 Wickline Blvd., Suite A
Lantana, FL 33462

SURETY:
(Name, legal status and principal place of business)
Frankenmuth Mutual Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: $ Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Sunrise Park North - Northern Bulkhead Replacement, RFP 21-BG-05

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of June, 2021

(Witness)

(Witness)

Poseidon Dredge & Marine Inc.
(Principal) *(Seal)*

(Title)

Frankenmuth Mutual Insurance Company
(Surety) *(Seal)*

(Title) Warren M. Alter, Attorney-in-Fact

S-0054/AS 8/10

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

> **"RESOLVED,** that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.

(Seal)

Frankenmuth Mutual Insurance Company

By _____
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

_____ (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 9th day of June, 2021

_____
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Frankenmuth INSURANCE

Frankenmuth Mutual Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Mutual Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Mutual Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through September 30, 2021, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Mutual Insurance Company, by its Attorney-in-Fact, Frankenmuth Mutual Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 9th day of June 2021



Frankenmuth Mutual Insurance Company

Sign: _____

Attorney-in-fact Warren M. Alter

Attachment: Exhibit E (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE S.E. Cline Construction, Inc.
18 Utility Drive, Palm Coast, FL 32135

as Principal, hereinafter called the Principal, and Endurance Assurance Corporation
4 MANHATTANVILLE ROAD, PURCHASE, NY 10577

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
1065 Ridgewood Avenue, Holly Hill, Florida 32117

as Obligee, hereinafter called the Obligee, in the sum of -Five Percent of Proposed Bid-

Dollars ($ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said 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 Sunrise Park North - Northern Bulkhead Replacement
RFP 21-BG-05

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 materials 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 29th day of June, 2021

Luanne Waters
(Witness)

S.E. Cline Construction, Inc.
(Principal) (Seal)
By: Scott Sowers
Scott Sowers, President (Title)

Natalie C. Demers
Natalie C. Demers (Witness)

Endurance Assurance Corporation
(Surety) (Seal)
By:
Attorney-in-Fact Laura D. Mosholder (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

9627

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **LAURA D. MOSHOLDER, EDWARD M. CLARK, DON BRAMLAGE, KEVIN WOJTOWICZ, DAVID R. HOOVER** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

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

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counse

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of June, 2021.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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.

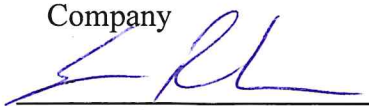
☑ The mailing envelope has been addressed to:

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 # 21-BG-05, Proposal Title "Sunrise Park North – Northern Bulkhead Replacement " and Due Date "June 29th , 2021 @ 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	18 Utility Drive Address
 Authorized Signature	Palm Coast, FL 32137 City, State, Zip Code
Eric Rush, Vice President Printed Name & Title	(386) 446-6444 Telephone No.
marine@clineconstruction.net Email	(386) 446-6481 Fax No.

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North - Northern Bulkhead Replacement
Request for Proposal (RFP) 21-BG-05

THIS AGREEMENT is made and entered into this_____day of XXX , 2021, 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 #21-BG-05), 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:
Scott Sowers , President (Name, Title)
S.E. Cline Construction, Inc. . (Company)
18 Utility Drive (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.

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

SECTION 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 CONCERNNG 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:
Luanne Waters
Luanne Waters

Maria Ayala
Maria Ayala

Attachments: A. RFP #21-BG-05
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS S.E. Cline Construction, Inc.
By: _____
Eric Rush, V. President

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

Eric Rush, Vice President
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.

State of Florida)
City of Palm Coast)

SUBSCRIBED AND SWORN to before me this 29th day of June, 20 21, by Eric Rush, who is personally known to me to be the Vice President for the Firm, OR who produced the following identification: _____.

Luanne Waters

Notary Public

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

My Commission Expires: July 10, 2022

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
2.64%	Southern Wellfield Expansion	$ 1,657,239.77
98.39%	Moultrie Oaks Townhomes	$ 1,045,346.14
76.05%	SR207 Water Main Extension Phase I	$ 2,981,525.05
41.72%	Citation Parkway Improvements	$ 2,098,291.59
1.95%	COPC E Section Canal	$ 1,548,300.92
29.00%	FPL Substation Sitework	$ 1,087,437.00

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:
None at present time.

OTHER INFORMATION ABOUT PROJECTS:
N/A

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

STATEMENT OF LITIGATION:

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

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

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.

$ 1,162,914.08 **Total Fees for work done on all City projects**
Sunrise Park Boat Ramp Improvements 2019-2020 $1,162,914.08

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): Intracoastal Bank

1290 NW Palm Coast Pkwy., Palm Coast, FL 32137 (386) 447-1662

Surety/Underwriter: (if required) Nielson, Mosholder & Associates, Don Bramlage

4380 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: 25+. 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 Eric Rush, V.P.

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-05 " Sunrise Park North – Northern Bulkhead 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 #21-BG-05**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 29th day of June, 2021 in the City of Palm Coast, in the State of Florida.

S.E. Cline Construction, Inc.
Company

Authorized Signature Eric Rush, V.P.

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

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

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

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 21-BG-05 and **Sunrise Park North – Northern Bulkhead 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

Eric Rush, Vice President
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.

Hayward Brown Flagler, Inc.
Insurance Agency

Signature of Proposer's Agent

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead 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).

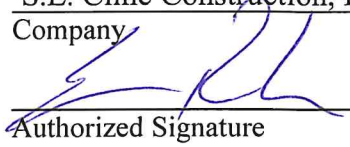
(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere 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 Statues, as stated above?

☑ **YES**
☐ **NO**

S.E. Cline Construction, Inc. Company	18 Utility Drive Address
 Authorized Signature	Palm Coast, FL 32137 City, State, Zip Code
Eric Rush, Vice President Printed Name & Title	(386) 446-6444 Telephone No.
marine@clineconstruction.net Email	(386) 446-6481 Fax No.

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Flagler

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

(He)/she is V. President of S.E. Cline Construction, 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
Eric Rush, Vice President Printed Name & Title	(386) 446-6444 Telephone No.
marine@clineconstruction.net Email	(386) 446-6481 Fax No.

Subscribed and sworn to before me this 29th day of June, 2021.

Luanne Waters

Notary Public, State of Florida
Title

NOTARY PUBLIC STATE OF FLORIDA

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

My Commission Expires: July 10, 2022

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ACKNOWLEDGEMENTS
RFP # 21-BG-05 Sunrise Park North – Northern Bulkhead Replacement

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

S.E. Cline Construction, Inc.
From : Insert Information
"Contractor"

The Contractor agrees to provide Sunrise Park North – Northern Bulkhead 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 Sunrise Park North - Northern Bulkhead 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 Sunrise Park North – Northern Bulkhead Replacement within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 29th **day of** June **(Month)**, 2021 **(Year)**

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead 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: _____ / Eric Rush, V.P.
(Signature) **(Print name)**

Address: S.E. Cline Construction, Inc.
18 Utility Drive
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 D. Sowers
(Print Name)

Corporate Secretary: Jackson B. Sampselle
(Print Name)

Corporate Treasurer: Cyriacus Alcindor
(Print Name)

CORPORATE SEAL

Attest By: Jackson B. Sampselle
Secretary

Signature: _____ **Date:** 6/29/2021

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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): Eric Rush, Vice President

Authorized representative (signature): _____

Project Number: 21-BG-05 Date: June 29, 2021

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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 Palm Coast
   Address: 160 Lake Avenue, Palm Coast, FL 32164
   Point of Contact: Mary Kronenberg
   Phone #: (386) 986-3730 Email address: mkronenberg@palmcoastgov.com
   Service(s) Provided: Water control stucture rehab. (Multiple) , reclaimed watermains, pep tank improvements, canal debris removal, watermain conversion
   Dates of Service: Working relationship with 30+ contracts since 1996

2. 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 2004

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: Sunbelt Palm Coast, LLC
   Address: PO Box 353460, Palm Coast, FL 32135
   Point of Contact: Ray Ferris
   Phone #: (904) 315-8385 Email address: RFerris@Sunbeltlandmgmt.com
   Service(s) Provided: Dredging / Seawall / Floating Docks / Sitework / Utilities
   Dates of Service: Contractual relationship since 2017 - Several ongoing and completed projects.

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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

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

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

by Eric Rush, 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.

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

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) Eric Rush, V.P,

Sworn and subscribed before me this 29th day of June, 2021.

Personally known √

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: July 10, 2022

NOTARY PUBLIC STATE OF FLORIDA
LUANNE WATERS
Commission # GG 214055
Expires July 10, 2022
Bonded Thru Budget Notary Services

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

VENDOR INFORMATION

Vendor is:
(√) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-3370544

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

Mailing Address: 18 Utility Drive, Palm Coast, FL 32137

Telephone No.: (386) 446-6444 Fax No.: (386) 446-6481

Email Address: marine@clineconstruction.net Web Address: www.clineconstruction.net

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Eric Rush, Vice President

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

PROPOSAL PRICING FORM
RFP # 21-BG-05
Sunrise Park North – Northern Bulkhead Replacement

RFP Date: June 29, 2021

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 **the Sunrise Park North – Northern Bulkhead 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 **Sunrise Park North – Northern Bulkhead Replacement** as follows:

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

BID SCHEDULE
Sunrise Park - North Bulkhead Replacement
5/6/2021 (Revised June 18, 2021)
Page One

S.E. Cline Construction, Inc.
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Composite Sheetpile Bulkhead & Timber Railing					
1	Composite Sheetpile - Furnish and Install	332.0	LF	$ 857.53	$284,699.96
2	14"x40' Pre-stressed Concrete Batter Piles - Furnish and Install	42.0	EA	$2,837.73	$119,184.66
3	24"x33" Min. Concrete Cap - Materials and Labor	332.0	LF	$ 225.52	$ 74,872.64
4	Form and Pour Concrete Closures (Plugs) - Materials and Labor	2.0	EA	$1,414.46	$ 2,828.92
5	Removal and Replacement of Poor Quality Material with Clean Backfill Material - **Allowance**	350.0	CY	$ 43.76	$ 15,316.00
6	Timber Handrail System - Materials and Labor	332.0	LF	$ 150.11	$ 49,836.52
Total - Composite Sheetpile Bulkhead & Timber Railing					$546,738.70

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Other Costs					
7	Contractor Mobilization / Demobilization	1.0	LS	$15,190.36	$ 15,190.36
8	Demolition of Existing Structures	1.0	LS	$15,381.93	$ 15,381.93
9	Site Restortation (Fill Placement, Compaction and Grading, Sidewalk Replacement, Sod Restoration & Other, as Necessary)	1.0	LS	$26,322.89	$ 26,322.89
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$ 6,967.00	$ 6,967.00
11	Environmental Control Measures	1.0	LS	$ 5,078.31	$ 5,078.31
12	Survey Layout And Asbuilts	1.0	LS	$ 4,969.88	$ 4,969.88
Total - Other Costs					$ 73,910.37

SUMMARY

Composite Sheetpile Bulkhead & Timber Railing	$ 546,738.70
Other Costs	$ 73,910.37
Total	**$** 620,649.07
Total Base Bid	620,649.07

Total Base Bid in Writing: Six Hundred Twenty Thousand, Six Hundred Forty-nine and Seven cents.

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	Concrete Pile Length Increase - Materials and Labor	$2,277.68	LF
3b	Concrete Pile Length Decrease - Materials and Labor	$2,277.68	LF

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

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead 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)
S.E. Cline Construction, Inc.

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code
Palm Coast, FL 32137

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
59 : 3370544

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► [signature] Date ► June 29, 2021

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,

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME S.E. Cline Construction, Inc.		Doing business as (DBA)	
ADDRESS 18 Utility Drive Palm Coast, Fl 32137	**Applicable Procurement or Solicitation #, if any:** RFP 21-BG-05	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 59-3370544
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: 6/29/2021

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Print Name and Title:
Eric Rush, Vice President

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION
(FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.* ***Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.***

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, S.E. Cline Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Eric Rush, Vice President
Name and Title of Contractor's Authorized Official

June 29, 2021
Date

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 4
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

The documents shown below should have been identified as Addendum 1, Addendum 2, and Addendum 3 respectively.

Addendum	RFP 21-BG-05 Sunrise North Park Bulkhead - Response to Questions.pdf	Responses to Questions	Amy Krok	6/22/2021 7:53:16 AM	PDF
Addendum	Report 137167 - Sunrise Park - North.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF
Addendum	Bid Schedule.Sunrise Park - North Bulkhead.rev.6.20.21.pdf	Additional documentation	Amy Krok	6/22/2021 8:45:07 AM	PDF

By signing this Addendum, you acknowledge you have read and fully considered any information in the above listed documents as though they had been included as a part of the original Request for Proposal.

Eric Rush, Vice President
(NAME / TITLE)

June 29, 2021
(DATE)

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

ADDENDUM 5
RFP 21-BG-05
SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The attached changes, clarifications and additions are hereby made part of the **RFP 21-BG-05** for the above Request for Proposal for **SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Eric Rush, V.P. — 6/29/2021

(NAME / TITLE) (DATE)

Attachment: Exhibit F (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

Ron DeSantis, Governor

Halsey Beshears, 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, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

RFP #21-BG-05 Sunrise Park North - Northern Bulkhead Replacement					
Contractors Name	Qualifications and previous experience with similar projects for local Cities in Florida (10 Points)	Cost Proposal (85 Points)	Warranties, service level agreements and liquidated damages (5 Points)	Point Score	RANKING
C&D Construction	5	50	3	58	4
S.E. Cline	6	85	3	94	1
Kiewit	6	35	3	44	6
Poseidon Dredge and Marine	5	60	3	68	3
Underwater Engineering	5	48	3	56	5
Rush Marine	7	75.0	3	85	2

Reviewer Shawn Hebert

RFP #21-BG-05 Sunrise Park North - Northern Bulkhead Replacement					
Contractors Name	Qualifications and previous experience with similar projects for local Cities in Florida (10 Points)	Cost Proposal (85 Points)	Warranties, service level agreements and liquidated damages (5 Points)	Point Score	RANKING
C&D Construction	10	49	5	64	5
S.E. Cline	10	85	5	100	1
Kiewit	10	32	5	47	6
Poseidon Dredge and Marine	10	63	5	78	3
Underwater Engineering	10	53	5	68	4
Rush Marine	10	78.0	5	93	2

Antoine Khoury Antoine T Khoury

RFP #21-BG-05 Sunrise Park North - Northern Bulkhead Replacement					
Contractors Name	Qualifications and previous experience with similar projects for local Cities in Florida (10 Points)	Cost Proposal (85 Points)	Warranties, service level agreements and liquidated damages (5 Points)	Point Score	RANKING
C&D Construction	8	65	5	78	5
S.E. Cline	7	85	5	97	1
Kiewit	10	60	5	75	6
Poseidon Dredge and Marine	6	75	5	86	3
Underwater Engineering	5	70	5	80	4
Rush Marine	9	80	5	94	2

Reviewer Steven Juergst

SEA Diversified, Inc.
160 Congress Park Drive, Suite 114
Delray Beach, Florida 33445
Phone: 561-243-4920
www.seadiversified.com

July 7, 2021

Mr. Steven Juengst
Facilities Supervisor
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117-2898

(O) 386-9463

Sent via electronic mail on 07/07/21
sjuengst@hollyhill.org

Re: Recommendation for Award of Contract
Sunrise Park North – North Bulkhead Replacement
RFP 21-BG-05
City of Holly Hill, Volusia County, Florida
Sea Diversified P.N. 19-2776

Dear Mr. Juengst:

As requested, Sea Diversified, Inc. (SDI) reviewed the Bid Schedule submitted by S.E. Cline Construction Inc. (Cline), the lowest responsive bidder for the north bulkhead replacement at Sunrise Park North, City RFP No. 21-BG-05. Based on this review, it is SDI's professional opinion that the line item bid amounts associated with Cline's Base Bid are reasonable and acceptable. It is apparent that Cline's Add/ Deduct unit pricing included in the Bid Schedule may be in error, however these numbers have no impact on this Respondent's proposed bid for the project. As such, assuming the City of Holly Hill has reviewed this Respondent's relevant experience and capabilities to perform the work and have determined that they have sufficiently responded to other requirements of the RFP, it is SDI's recommendation to proceed with award of Contract to the lowest responsive bidder, S.E. Cline Construction, Inc.

If you have any questions or require additional information, please do not hesitate to contact us directly.

Sincerely,

William T. Sadler Jr., P.E., P.S.M.
President
Sea Diversified, Inc.

WTS/dq

Attachment: Exhibit H (2021-R-48 : Sunrise Park North - Northern Bulkhead Replacement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **July 27, 2021**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Cc-1 (Commercial Corridor District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2021-O-3041**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Nova Road South (1137) PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 2.169 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road. (Aerial Hydraulics, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

BACKGROUND:

The parcel addressed as 1137 Nova Road S is zoned CC-1 (Commercial Corridor) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop a recreational vehicle and boat storage facility in conjunction with a sports facility on the same site. The property is currently the location for an automotive body shop and the applicant proposes to eliminate this use.

The BPUD is being requested in order to allow new uses and provide flexibility with regard to parking standards and buffering that could not be achieved under a straight zoning district.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and MXZ (VC) Zoning is CC-1 and B-5 (VC)
South: FLU is General Commercial and Zoning is CC-1
East: FLU is Low Density Residential and UMI (VC) and Zoning is R-5 (VC)
West: FLU is General Commercial and MXZ (VC) and Zoning is CC-1 and I-1 (VC)

Site Analysis:

Floodplain Impacts:
Based on FIRM Map 12127C0214J, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:
Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:
The site is located in the City of Holly Hill utility service area and is currently on septic and well. However the site will be required to connect to public utilities.

Transportation/Traffic:
Access to the property is from Nova Road.

Drainage:
A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:
There is an existing sidewalk along the east side of S Nova Road.

Landscaping and Buffers:
Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

Consistency with the Land Development Code and Appropriateness of the Requested Zoning:

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

The appropriateness of the requested uses within the BPUD have also been evaluated and compared to the existing uses in the immediate area. The property is currently zoned CC-1. This district is intended to promote a relatively intense mix of uses including general retail, wholesale commercial, light industrial and limited residential uses. The uses requested within the BPUD are as follows:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Areas
4. Outdoor Private Recreational Areas and Facilities
5. Retail sales and services

Of these uses, only mini-warehouses and retail sales and services are specifically permitted in the CC-1 zoning district. However, there is an indoor sports and gymnastics facility next to the property under review as well as an industrial zoning district immediately across the street. Part of the stated purpose of the industrial zoning district is to accommodate industrial operations engaged in the fabricating, repair, or storage of manufactured goods. Based on the uses currently surrounding the property, the uses requested within the BPUD are not incompatible with the area or nearby zoning districts.

The request is consistent with the Land Development Regulations of Holly Hill and appropriate for the area.

Consistency with the Comprehensive Plan:

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Future development shall not exceed the permitted F.A.R.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and the associated Development Agreement and Preliminary Plan, for approximately 2.38 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road.

ATTACHMENTS:

- Development Agreement - BPUD (PDF)
- Exhibit A to Dev Agreement - Legal Description (PDF)
- Exhibit B to Dev Agreement - Preliminary Plan - 7-19 (PDF)
- Current Zoning & FLU (PDF)
- Flood Map (PDF)
- Proposed BPUD Zoning. (PDF)
- Zoning and FLU Descriptions (PDF)
- Chapter 114 - Division 13 - PUD Regulations (PDF)
- Chapter 114-771 - PD Regulations (PDF)

Ordinance No. 2021-3041

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit "A" as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit "B" and incorporated in this Ordinance by reference.

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 upon adoption/recording.

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021 for first reading.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

For Recording Purposes Only

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

Exhibit "B" to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Volusia Sports and Storage Center Planned Unit Development (PUD) located at 1137 South Nova Road, Holly Hill, FL 32174 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2021, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Aerial Hydraulics, Inc., (hereinafter referred to as the "Owner" or "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A**", Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property; and

WHEREAS, the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and

of other governmental authorities, and the Owner/Developer or Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan and concurrency management system, and this Agreement does not replace, supersede, or grant variances to those regulations; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Owner/Developer have sought the City's approval to develop the Subject Property, and the City approved Ordinance No. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the BPUD shall consist of this Agreement as the Written Agreement of the PUD and the Preliminary Plan aka Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owner of the Subject Property is Aerial Hydraulics, Inc.

3. **Proof of Ownership.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, adequate proof to verify marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City, and if applicable, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder,

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail. Development standards are as follows:

A. Must comply with the City's Comprehensive Plan Policies.

B. Permitted principal uses allowable on the Subject Property:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Activities
4. Outdoor Private Recreational Activities and Facilities
5. Retail sales and services

C. Prohibited principal uses in addition to any use not specifically stated:

1. Used Car Lots
2. Self-service Laundromats
3. Paint and Body Shops
4. Auto, Motorcycle and Marine Repair

D. Proposed maximum intensity (measured in floor area ratio and building coverage):

1. FAR = 1.0
2. Building Coverage = 50%.

E. Impervious surface ratio is not to exceed 75% of the gross square footage for the Subject Property.

F. Maximum lot coverage is 75 %. (Dry retention systems can be counted towards the open space requirement)

G. Minimum landscaping and bufferyard requirements are per the preliminary development plan.

H. Minimum lot size area (in acreage or square footage): 2.169 acres

I. Minimum lot width (in feet): 330 feet

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

J. Minimum yard setbacks:

1. Front yard: 15 feet building & 15 feet covered vehicle storage
2. Side yard: 10 feet building & 5 feet covered vehicle storage
3. Rear yard: 35 feet building & 30 feet covered vehicle storage

K. Maximum building height (in feet): 35 feet

L. Minimum parking standards are per the preliminary development plan.

M. Maximum light spillage at any property line abutting residential property shall not exceed 0.5 foot candles at the property line.

N. Utility provision and dedication: The Owner/Developer shall connect to central utility systems, when available, at their sole cost and expense. Utility fees shall be paid to the agency providing utility services, before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the service provider's specifications.

O. Stormwater and environmental: Per parcel stormwater systems or master stormwater system shall be owned and maintained by the property owner and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local requirements, and shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

P. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed as a result of the proposed development, for site function to maintain or improve the level of service for area roadways, and ensure the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

8. **Site Plan/Plat Approval.** The Master Development Plan consist of this Development Agreement and the Preliminary Plan attached as **Exhibit B**. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

9. **Indemnification.** The Owner/Developer or Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer or Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer or Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy or plan/plat approvals to the Subject Property, should the Owner/Developer or Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to, improvements such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer or Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer or Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer or Developer. If the Owner/Developer or Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer or Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or Developer or their successors and assigns in

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (18) of this Agreement.

12. **Concurrency and Vested Rights.** The Owner/Developer or Developer acknowledges and agrees that prior to the issuance of any development permit for the Property, the Owner/Developer or Developer must verify the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property.

13. **Environmental and Tree Preservation.** The Owner/Developer or Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna. This Agreement does not vest or exempt the Owner/Developer or Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if this Agreement is breached by either party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer or Developer shall be responsible for the payment of all of the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer or Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer or Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer or Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

16. **Amendments.** Amendments to the MPUD written Development Agreement or Preliminary Development Plan or Master Development Plan, shall be subject to the requirements of Section 144-771(g)(4) of the City of Holly Hill Land Development Regulations. Major amendments will require full review and should include relocation of uses on the site, except as permitted by the agreement, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to parcel size, building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator.

17. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

18. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:
Roy Johnson
Aerial Hydraulics, Inc.
1706 Ridge Avenue
Holly Hill, FL 32117

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:
Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's or Developer obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

19. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer or Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

20. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

21. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer or Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

22. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

23. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

24. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

25. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner/Developer's expense, in the Public Records of Volusia County, Florida.

26. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

27. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer or Developer shall execute this Agreement within ten (10) business days of City Commission adoption of Ordinance No. _____; and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

28. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____	_____
Signature of Witness # 1	Signature
_____	_____
Print or type name	Print or type name

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 202__, by _____, and _____, of ___ _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 202__, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

EXHIBIT A
Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

EXHIBIT B

Preliminary Plan aka Preliminary Development Plan

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	LANDSCAPE PLAN

BPUD PLANS FOR

VOLUSIA SPORTS & STORAGE CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 424204210133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174
MAY 2021
REVISED JUNE 2021

PROJECT TEAM

PROPERTY OWNER/ APPLICANT: AERIAL HYDRAULICS, INC.
1704 RIDGE AVENUE
HOLLY HILL, FL 32117
PHONE: (386) 265-2214
EMAIL: ROY@AERIALHYDRAULICS.COM

CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 2
ORMOND BEACH, FL 32174
PHONE: (386) 872-7784
EMAIL: HARDY@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING, INC.
535 W GRANADA BOULEVARD, SUITE 07
ORMOND BEACH, FL 32174
PHONE: (386) 672-3433
EMAIL: ALLEN@A1ASURVEYING.COM

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

PROPOSE TO REZONE FROM CC-1 TO BPUD- FOR A A MIXED USE DEVELOPMENT CONSISTING OF MULTI-USE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.38 ACRE COMMERCIAL PROPERTY.

JURISDICTIONAL AGENCY — **PERMIT No.**

CITY OF HOLLY HILL (REZONE) — RZ2021-04



AERIAL MAP
SCALE: 1" = 350'



LOCATION MAP
SCALE: 1" = 600'



FLOOD ZONE MAP
SCALE: 1" = 500'
FLOOD ZONE "X"
PANEL No. 12127C0214 J
DATED FEBRUARY 19, 2014



ZONING MAP
SCALE: 1" = 300'
ZONING : CC-1 (COMMERCIAL CORRIDOR DISTRICT)



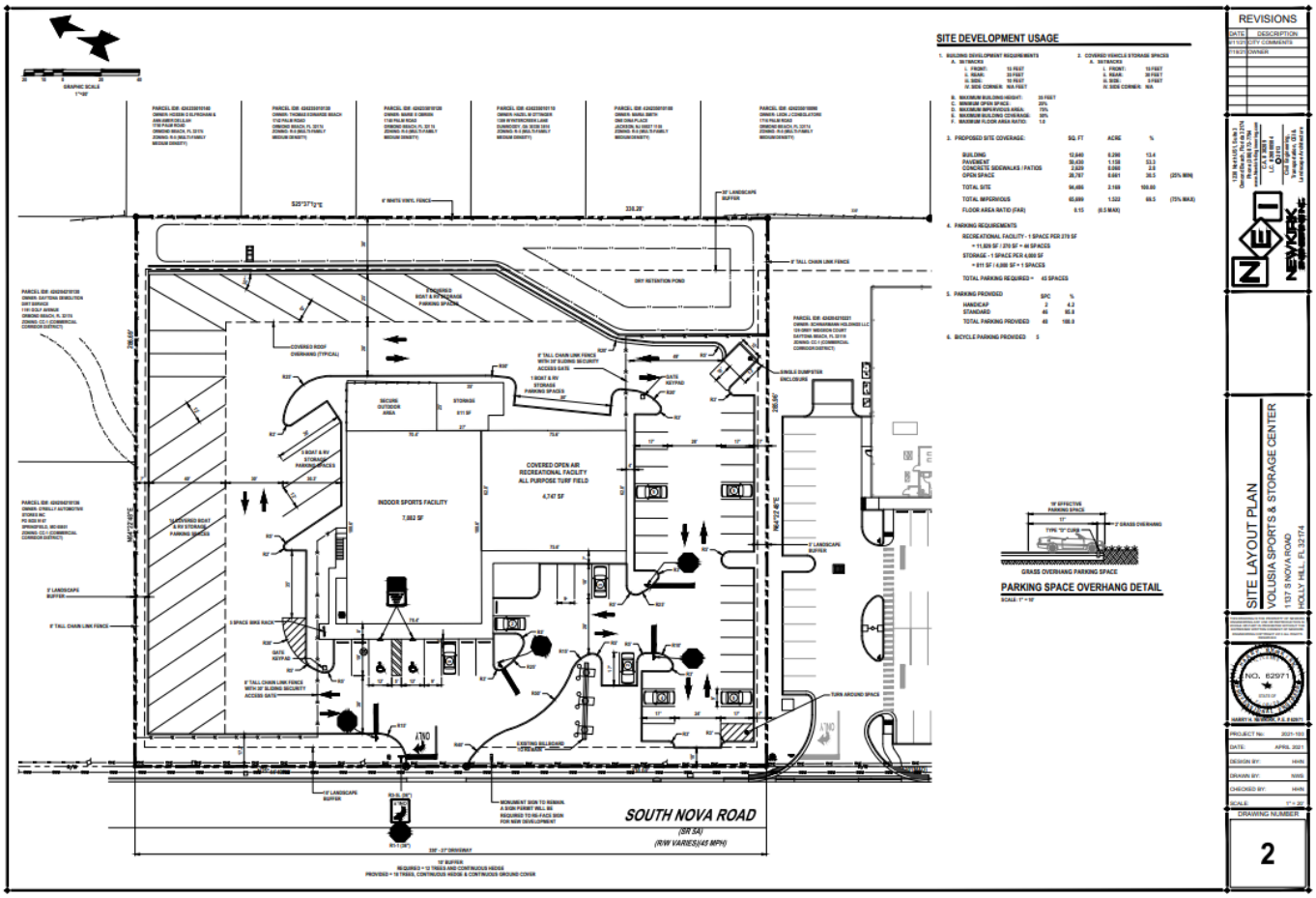
SOILS MAP
SCALE: 1" = 200'
SOIL TYPES: 4D1 PAOLA FINE SAND, 5 TO 8 PERCENT SLOPES

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

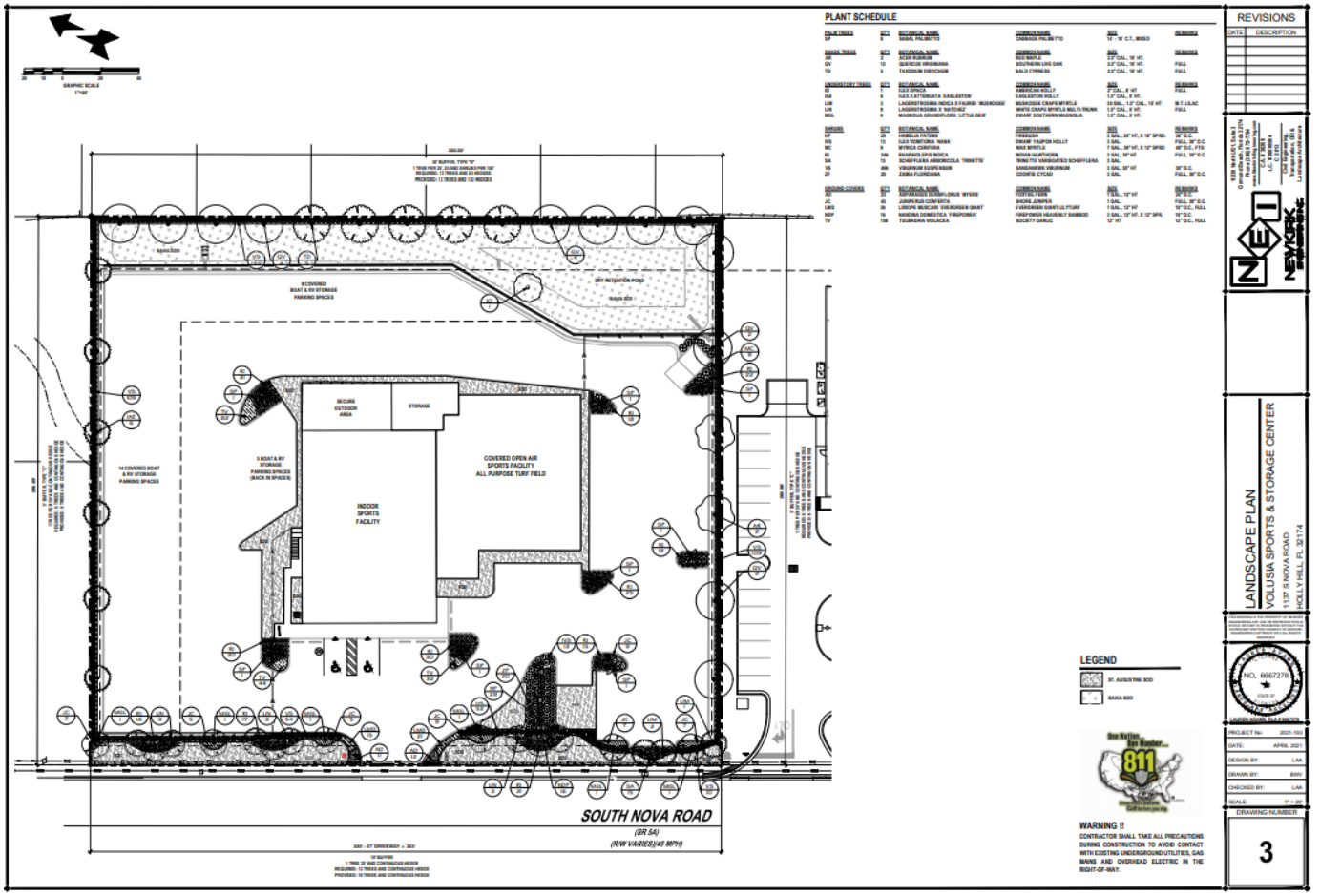
THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

DRAWING NUMBER
1

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)



Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)



Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Exhibit A to Dev Agreement - Legal Description (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	LANDSCAPE PLAN

BPUD PLANS FOR

VOLUSIA SPORTS & STORAGE CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 424204210133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174

MAY 2021
REVISED JULY 2021

PROJECT TEAM

PROPERTY OWNER/ APPLICANT: AERIAL HYDRAULICS, INC.
1706 RIDGE AVENUE
HOLLY HILL, FL 32117
PHONE: (386) 295-2214
EMAIL: ROY@AERIALHYDRAULICS.COM

CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING, INC.
555 W GRANADA BOULEVARD, SUITE D7
ORMOND BEACH, FL 32174
PHONE: (386) 672-3633
EMAIL: ALLEN@A1ASURVEYING.COM

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

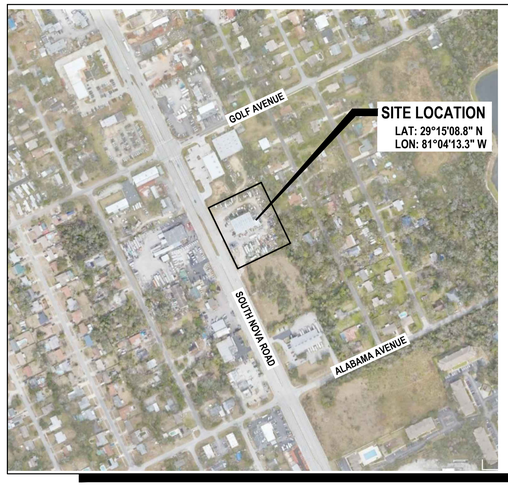
THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

PROPOSE TO REZONE FROM CC-1 TO BPUD. FOR A A MIXED USE DEVELOPMENT CONSISTING OF MULTI-USE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.17 ACRE COMMERCIAL PROPERTY.

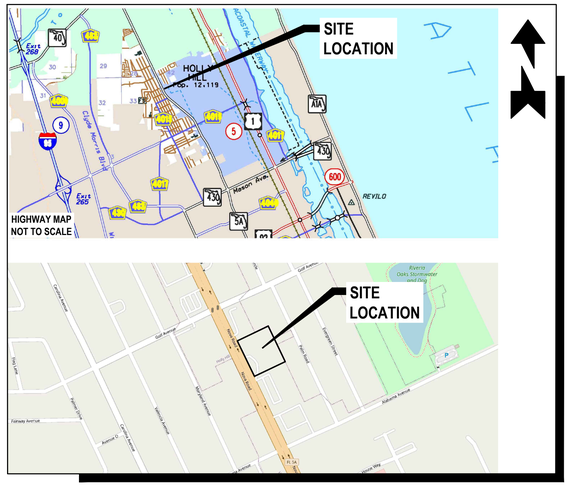
JURISDICTIONAL AGENCY — PERMIT No.

CITY OF HOLLY HILL (REZONE) — RZ2021-04



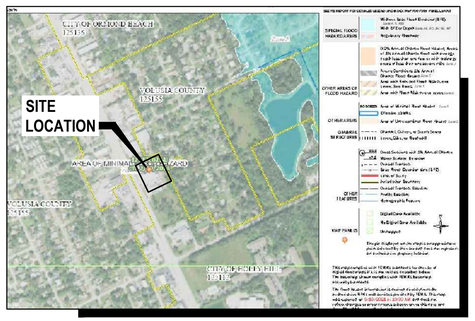
AERIAL MAP

SCALE: 1" = 350'



LOCATION MAP

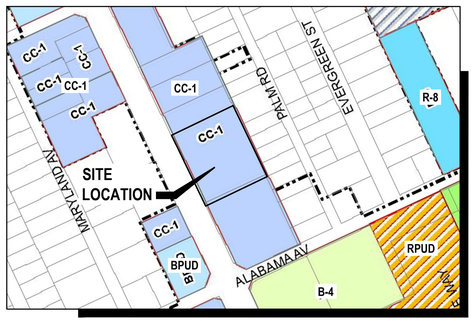
SCALE: 1" = 600'



FLOOD ZONE MAP

FLOOD ZONE "X"
PANEL No. 12127C0214 J
DATED FEBRUARY 19, 2014

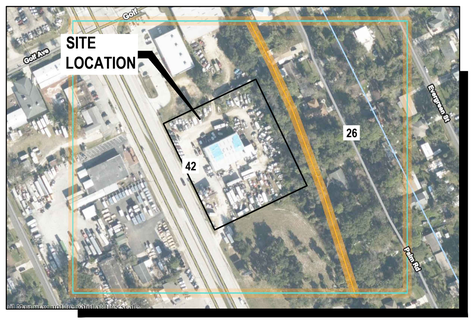
SCALE: 1" = 500'



ZONING MAP

ZONING : CC-1 (COMMERCIAL CORRIDOR DISTRICT)

SCALE: 1" = 300'



SOILS MAP

SOIL TYPES: (42) PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES

SCALE: 1" = 200'

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

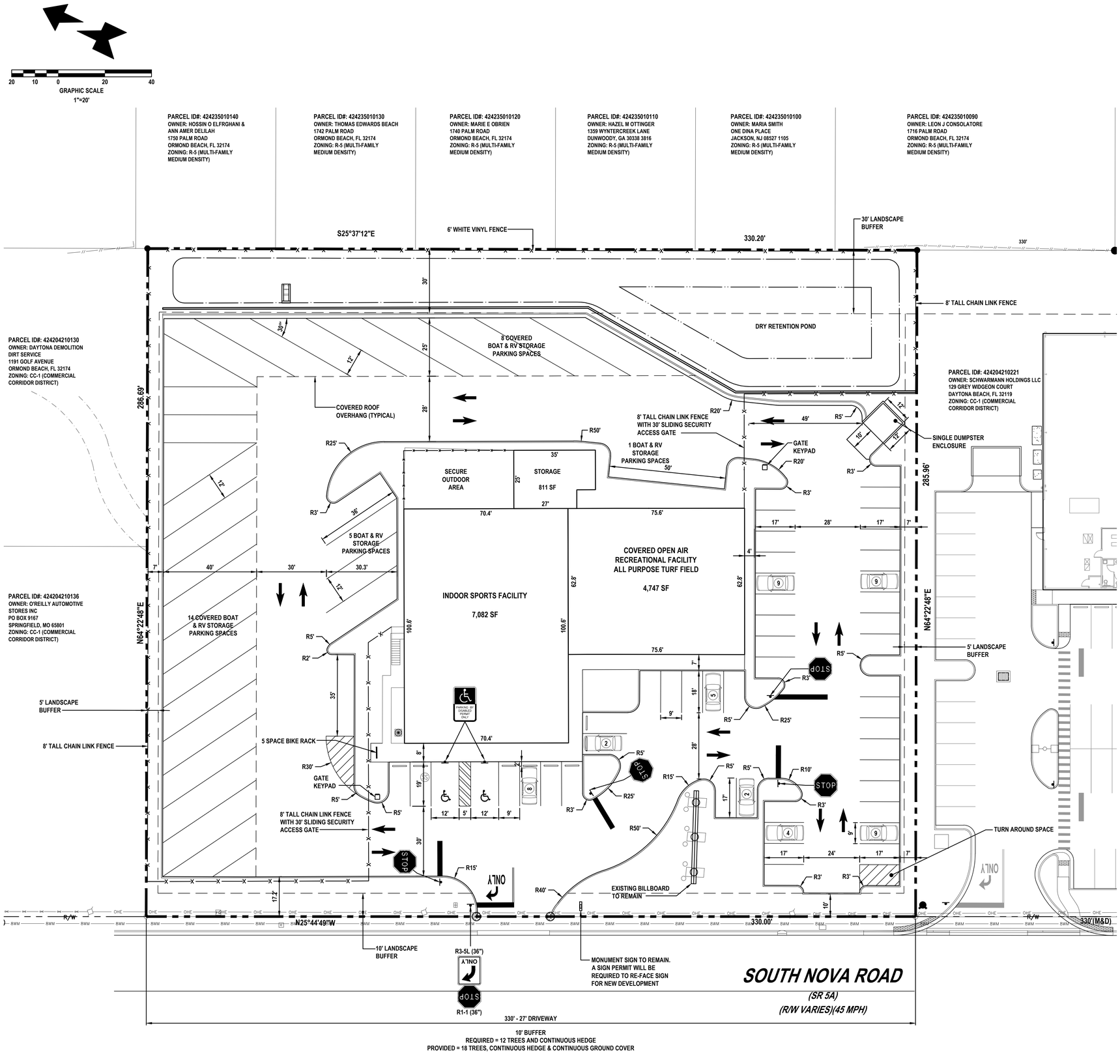
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER

1

PROJECT No. 2021-100

Attachment: Exhibit B to Dev Agreement - Preliminary Plan - 7-19 (2021-O-3041 : 1137 Nova Road - BPUD Rezone)



SITE DEVELOPMENT USAGE

1. BUILDING DEVELOPMENT REQUIREMENTS
   - A. SETBACKS
     - i. FRONT: 15 FEET
     - ii. REAR: 35 FEET
     - iii. SIDE: 10 FEET
     - iV. SIDE CORNER: N/A FEET
   - B. MAXIMUM BUILDING HEIGHT: 35 FEET
   - C. MINIMUM OPEN SPACE: 25%
   - D. MAXIMUM IMPERVIOUS AREA: 75%
   - E. MAXIMUM BUILDING COVERAGE: 50%
   - F. MAXIMUM FLOOR AREA RATIO: 1.0

2. COVERED VEHICLE STORAGE SPACES
   - A. SETBACKS
     - i. FRONT: 15 FEET
     - ii. REAR: 30 FEET
     - iii. SIDE: 5 FEET
     - iV. SIDE CORNER: N/A

3. PROPOSED SITE COVERAGE:

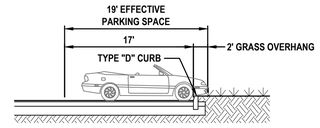
	SQ. FT	ACRE	%	
BUILDING	12,640	0.290	13.4	
PAVEMENT	50,430	1.158	53.3	
CONCRETE SIDEWALKS / PATIOS	2,629	0.060	2.8	
OPEN SPACE	28,787	0.661	30.5	(25% MIN)
TOTAL SITE	94,486	2.169	100.00	
TOTAL IMPERVIOUS	65,699	1.522	69.5	(75% MAX)
FLOOR AREA RATIO (FAR)	0.15	(0.5 MAX)		

4. PARKING REQUIREMENTS
   - RECREATIONAL FACILITY - 1 SPACE PER 270 SF
     = 11,829 SF / 270 SF = 44 SPACES
   - STORAGE - 1 SPACE PER 4,000 SF
     = 811 SF / 4,000 SF = 1 SPACES
   - TOTAL PARKING REQUIRED = 45 SPACES

5. PARKING PROVIDED

	SPC	%
HANDICAP	2	4.2
STANDARD	46	95.8
TOTAL PARKING PROVIDED	48	100.0

6. BICYCLE PARKING PROVIDED 5



PARKING SPACE OVERHANG DETAIL

SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
6/11/21	CITY COMMENTS
7/19/21	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN

VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

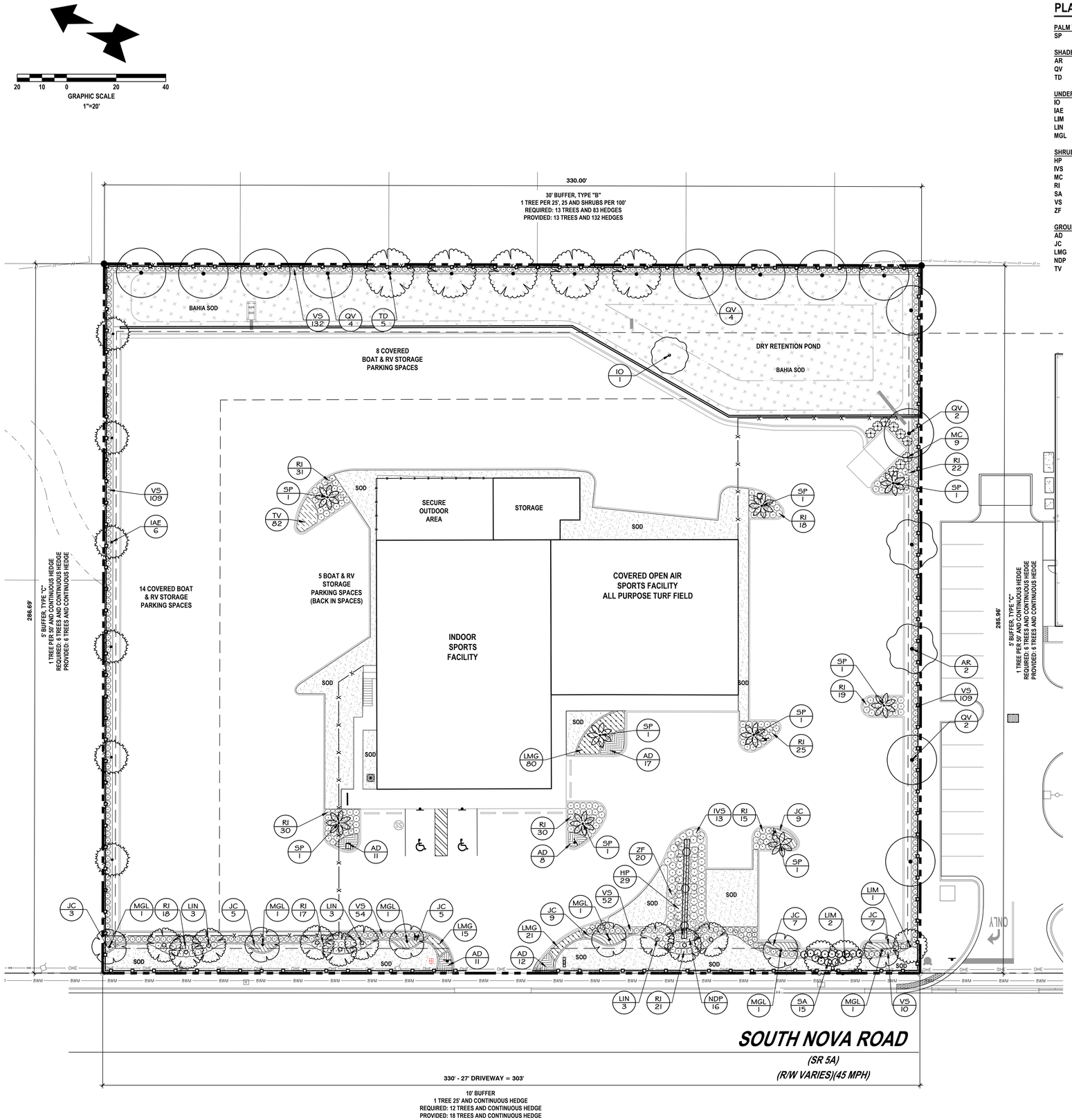
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

2

Attachment: Exhibit B to Dev Agreement - Preliminary Plan - 7-19 (2021-O-3041 : 1137 Nova Road - BPUD Rezone)



PLANT SCHEDULE

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SP	9	SABAL PALMETTO	CABBAGE PALMETTO	14` - 18` C.T., MIXED	
SHADE TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
AR	2	ACER RUBRUM	RED MAPLE	2.5" CAL., 10` HT.	
QV	12	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10` HT.	FULL
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	2.5" CAL., 10` HT.	FULL
UNDERSTORY TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
IO	1	ILEX OPACA	AMERICAN HOLLY	2" CAL., 8` HT	FULL
IAE	6	ILEX X ATTENUATA `EAGLESTON`	EAGLESTON HOLLY	1.5" CAL., 8` HT.	
LIM	3	LAGERSTROEMIA INDICA X FAURIEI `MUSKOGEE`	MUSKOGEE CRAPE MYRTLE	30 GAL., 1.5" CAL., 10` HT	M.T. LILAC
LIN	9	LAGERSTROEMIA X `NATCHEZ`	WHITE CRAPE MYRTLE MULTI-TRUNK	1.5" CAL., 8` HT.	FULL
MGL	6	MAGNOLIA GRANDIFLORA `LITTLE GEM`	DWARF SOUTHERN MAGNOLIA	1.5" CAL., 8` HT.	
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
HP	29	HAMELIA PATENS	FIREBUSH	3 GAL., 24" HT, X 18" SPRD.	36" O.C.
IVS	13	ILEX VOMITORIA `NANA`	DWARF YAUPON HOLLY	3 GAL.	FULL, 36" O.C.
MC	9	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 36" HT, X 12" SPRD	48" O.C., FTG
RI	246	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL, 30" HT	FULL, 30" O.C.
SA	15	SCHEFFLERA ARBORICOLA `TRINETTE`	TRINETTE VARIEGATED SCHEFFLERA	3 GAL.	
VS	466	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL, 30" HT	30" O.C.
ZF	20	ZAMIA FLORIDANA	COONTIE CYCAD	3 GAL.	FULL, 36" O.C.
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
AD	89	ASPARAGUS DENSIFLORUS `MYERS`	FOXTAIL FERN	1 GAL., 12" HT	24" O.C.
JC	45	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	FULL, 30" O.C.
LMG	136	LIRIOPE MUSCARI `EVERGREEN GIANT`	EVERGREEN GIANT LILYTURF	1 GAL., 12" HT	18" O.C., FULL
NDP	16	NANDINA DOMESTICA `FIREPOWER`	FIREPOWER HEAVENLY BAMBOO	3 GAL., 12" HT. X 12" SPR.	18" O.C.
TV	82	TULBAGHIA VIOLACEA	SOCIETY GARLIC	12" HT	12" O.C., FULL

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

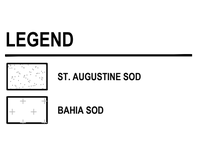
LANDSCAPE PLAN

VOLUSIA SPORTS & STORAGE CENTER

1137 S NOVA ROAD

HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED



LAUREN ADAMS, RLA # 6667278

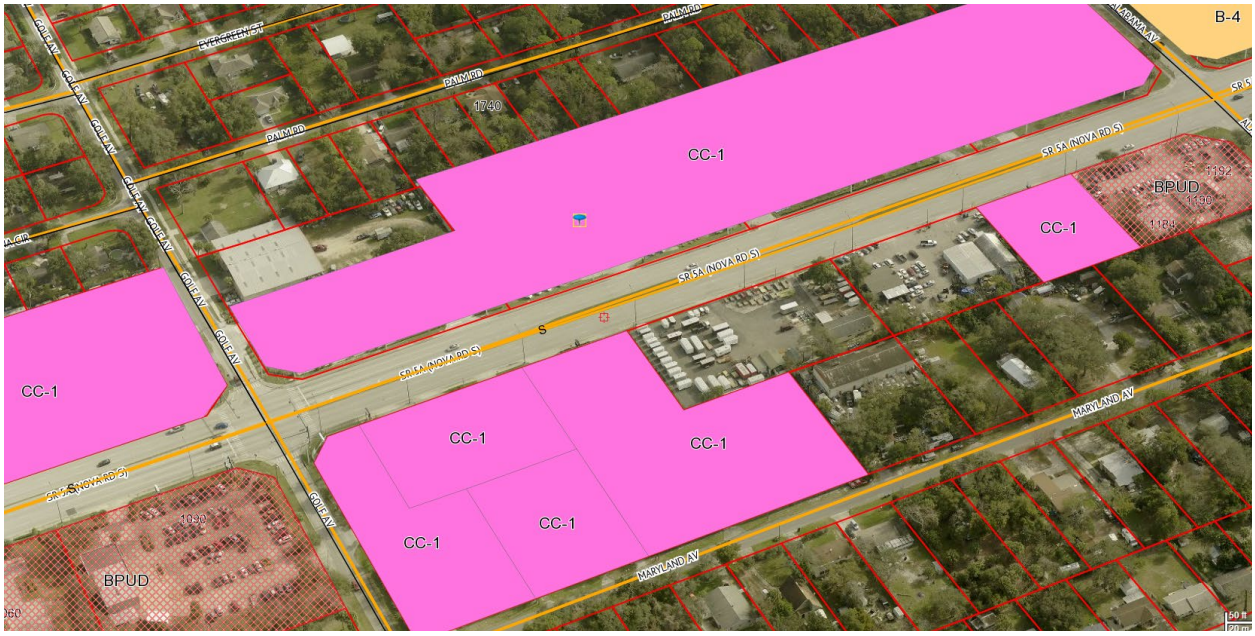
PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	LAA
SCALE:	1" = 20'

DRAWING NUMBER

3

Attachment: Exhibit B to Dev Agreement - Preliminary Plan - 7-19 (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

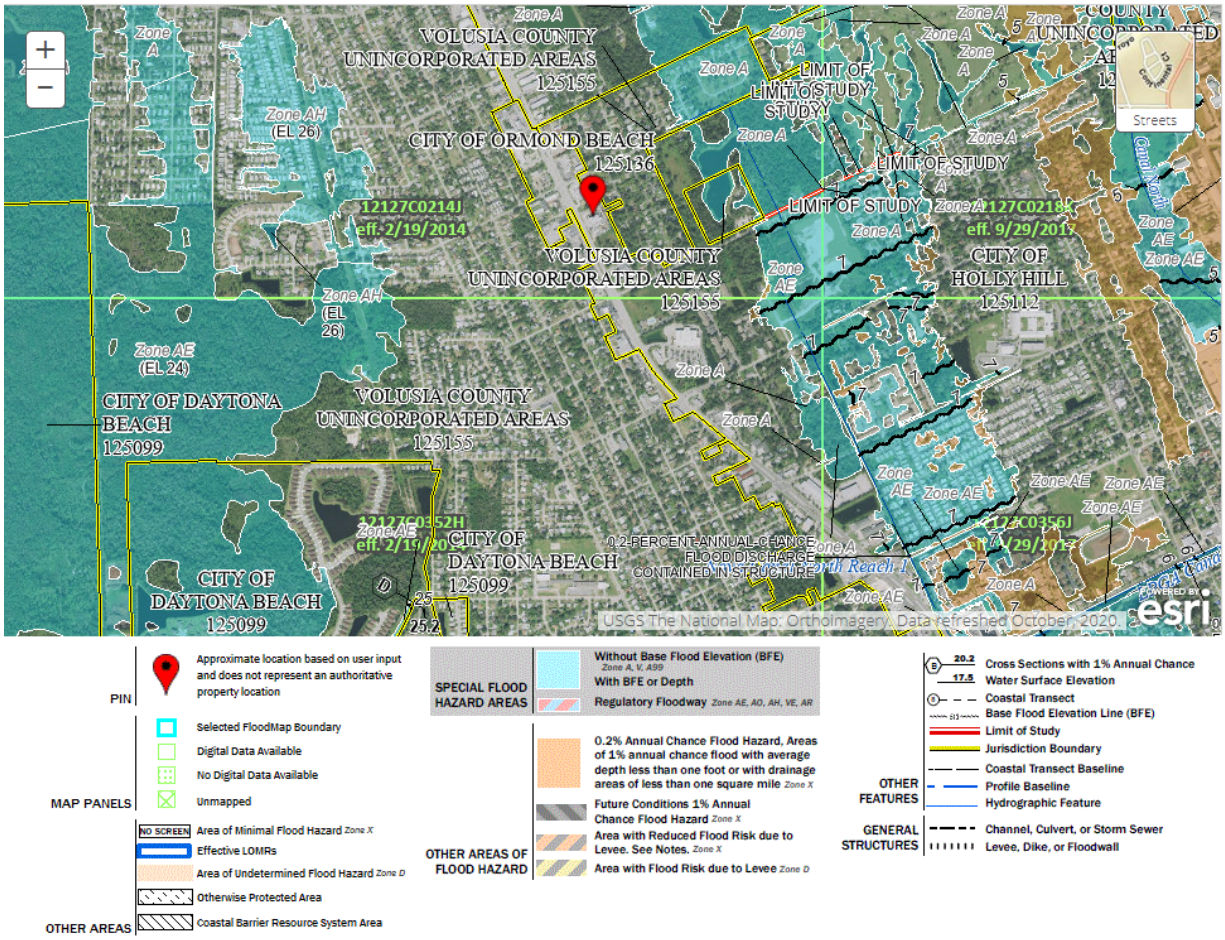
CC-1 Current Zoning



General Commercial – Current FLU



Current Zoning & FLU (Holly Hill)



Flood Map

Attachment: Flood Map (2021-O-3041 : 1137 Nova Road - BPUD Rezone)



Proposed BPUD Zoning

ZONING (Volusia County)

I-1 Light Industrial - This classification is to provide sufficient space in appropriate locations for industrial operations engaged in the fabricating, repair, or storage of manufactured goods of such a nature that objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling Page 8 of 10 of goods and materials) are not nuisances beyond the lot on which the facility is located.

B-5 Heavy Commercial - This classification is to provide areas for commercial uses and structures that are not generally compatible with B-4 uses and structures.

(For Reference Only with regard to B-5) B-4 General Commercial - This classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major arterial road. The B-4 classification is intended to be applied to existing or developing strip retail areas which, because of the nature of existing development, are not appropriate for inclusion in the B-3 Shopping Center classification.

R-5 Urban Single-Family - This classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Zoning (Holly Hill)

CC-1

Permitted principal uses and structures in the CC-1 district are as follows:

(1) Administrative offices.
(2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
(3) Adult day care centers.
(4) Banks and savings and loans.
(5) Barbershops.
(6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(7) Beauty salons.
(8) Business services.
(9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.
(10) Child day care centers.
(11) Civic, fraternal and service organizations.
(12) Clubs, private.
(13) Convenience grocery stores.
(14) General office uses.
(15) Hospitals.
(16) Hotels/motels.
(17) Houses of worship.
(18) Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale.
(19) Manufacturing (light industrial).
(20) Marinas.
(21) Medical and dental clinics.
(22) Miniwarehouses.

(23) Motor vehicle sales and rentals.
(24) Newsstands.
(25) Personal services.
(26) Prescription pharmacies.
(27) Professional services offices.
(28) Public uses.
(29) Public utility uses and structures.
(30) Recreational vehicles and equipment sales (including boat sales).
(31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).
(32) Rest and convalescent homes.
(33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(34) Retail sales and services.
(35) Retail specialty shops.
(36) Self-service laundromats.
(37) Shopping centers.
(38) Veterinary clinics.
(39) Warehousing and distribution.
(40) Motor vehicle and marine sales, services, parts and repair.
(41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.

FUTURE LAND USE (Volusia County)

Urban Medium Intensity (UMI) - Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments. The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial. All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

Mixed Use Zone (MXZ) - an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed use zones; Existing and Planned. (a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses. This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size. An Existing Mixed Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

FLU (Holly Hill)

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

Attachment: Zoning and FLU Descriptions (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

(1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

Attachment: Chapter 114 - Division 13 - PUD Regulations (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

(2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.

(6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

(1) *Minimum project size:*

Area:

a. Agriculture PUD: Eight acres.

b. Residential PUD: Two acres.

c. Business and Industrial PUD: No minimum.

d. Mixed Use PUD: One acre.

(2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.

(3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Attachment: Chapter 114 - Division 13 - PUD Regulations (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

(1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.

(2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Attachment: Chapter 114 - Division 13 - PUD Regulations (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

Sec. 114-771. Planned unit development regulations.

(a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.

(b) *Unified ownership.* All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.

(c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.

(d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.

(e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.

(2) Maintenance guarantees shall be approved by the city commission.

(f) *Procedure for rezoning to PUD.*

(1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.

a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.

b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

Attachment: Chapter 114-771 - PD Regulations (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.

(4) *BPUD, IPUD or MPUD application stage.* An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:

a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:

i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.

ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.

iii. Driveway and access controls, including number and approximate location of driveways.

iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.

v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.

vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.

vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.

viii. General location of signs.

ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.

b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:

i. Evidence of unified ownership and control.

ii. Statement agreeing to:

iii. Proceed with the proposed development according to all regulations;

iv. Provide appropriate performance and maintenance guarantees;

Attachment: Chapter 114-771 - PD Regulations (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.

vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.

vii. Maximum building heights.

viii. Minimum building spacing and floor areas.

ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.

x. Statement regarding ingress/egress controls to the site.

xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.

xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.

xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.

xiv. The proposed language of any covenants, easements or other restrictions.

xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(g) *Post-approval stage.*

(1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.

(2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.

(3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.

(4) *Amendments.* Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator after such departmental comment as he deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)

Attachment: Chapter 114-771 - PD Regulations (2021-O-3041 : 1137 Nova Road - BPUD Rezone)