

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JULY 28, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by Mayor Chris Via
- c. Pledge of Allegiance

2. PRESENTATION

- 1. Proclamation - Honoring Michael James Junker for 35 Years of Service to the City of Holly Hill
(Requested by Antoine Khoury, Public Works)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES - NONE****5. CONSENT AGENDA - ITEM (1)**

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 -2020-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Razorback, LLC to Provide Construction Services for the Replacement of the WWTP Sludge Holding Tank Walkway (20Ww04) Not to Exceed \$96,000.00.
(Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA

- 1. Resolution -2020-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
(Requested by Stella Gurnee, Finance)
- 2. Maximum Millage - Fiscal Year 2020-2021
(Requested by Stella Gurnee, Finance)

7. PUBLIC HEARING

1. Ordinance -2020-O-3029 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations (LDR), 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, City Planner)

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2976)

Meeting: 07/28/20 07:00 PM

Department: Public Works

Category: Proclamation

Prepared By: Beth Wrenn

Initiator: Antoine Khoury

Sponsors:

DOC ID: 2976

2.1

Proclamation - Honoring Michael James Junker for 35 Years of Service to the City of Holly Hill

Proclamation - Honoring Michael James Junker for 35 Years of Service to the City of Holly Hill

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
RECOGNIZING MICHAEL JAMES JUNKER FOR HIS 35
YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND ITS
CITIZENS.**

WHEREAS, Michael James Junker began his career with the City of Holly Hill on May 23, 1985 as a temporary Maintenance Worker I in the Public Works Department; and

WHEREAS, Michael became a permanent employee as a refuse collector on August 15, 1985; and

WHEREAS, Michael applied and was promoted to the wastewater plant operator trainee on November 3, 1988; and

WHEREAS, Michael was assigned as acting chief wastewater operator in October 3, 1991 and was required to acquire a “B” license within 6 months of receiving his temporary assignment and was able to complete that task and become the Chief Wastewater Plant Operator on December 3, 1991; and

WHEREAS, Michael was able to acquire the rating of “C” operator within that time period when the wastewater plant got upgraded to an “A” plant; and

WHEREAS, Michael has maintained his position from December 3, 1991 until his retirement date of July 30, 2020 as the Chief Wastewater Plant Operator; and

WHEREAS, Michael has proven to be a dependable employee, dedicated worker, and will be leaving a legacy of extraordinary contributions to the City under his leadership of the Wastewater Plant. A few major plant improvements were accomplished, such as:

- 2002 - Refurbishment of the sand filters.
- 2004 - Replacement of the reclaimed water reuse system control panel.
- 2008-2009 - Major upgrade of the facility including: replacement of equalization pumps, return pumps, recycle pumps, replacement on BTU drives, construction on the #3 clarifier, installation of the disk filters, electrical upgrades to MCC#3 and upgrades to the SCADA system.
- 2011 - Lining of the collection system piping along with replacement and refurbishment of the city lift stations at 2 stations per year.
- 2015 - Refurbishment of the sludge belt filter presses.
- 2016 - Replacement of the plant facilities main electrical switch gear.
- 2020 - Remote monitoring of all the city's lift stations and conversion of the SCADA system.

Lastly, Michael has been an asset to the city and the wastewater staff. He empowered his staff to make decisions and guided them through the decision-making process. He developed a succession plan for Wastewater Chief Plant Operator and has been developing their skills to have a seamless transition after he retires. Public Works believes that the city is in better shape since and after Michael James Junker and he has left a positive imprint on the wastewater plant.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF MICHAEL JAMES JUNKER FOR HIS 35 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS. BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 28TH DAY OF JULY, 2020.

City of Holly Hill, Florida

Chris Via, Mayor



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

**City Commission
Resolution**

5.1

MEETING DATE: July 28, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Razorback, LLC to Provide Construction Services for the Replacement of the WWTP Sludge Holding Tank Walkway (20Ww04) Not to Exceed \$96,000.00.
NUMBER: 2020-R-34
APPLICANT:
PLANNER:

DISCUSSION:

During inspection of the City's WWTP it was determined that the walkway over the Sludge Handling Tanks is in extreme disrepair due to corrosion. This walkway was installed in 1987 and is in a highly corrosive environment. The sludge holding tank is a concrete tank with a diameter of approximately 50 ft. The walkway is 48 inches wide, approximately 50 ft. long and carries a small diameter lime sludge line. The walkway needs to be replaced in its entirety.

The City received four (4) bids from the following contractors:

McMahan Construction	\$116,000.00
Boromei Construction	\$111,200.00
E&D Construction	\$ 99,197.00
Razorback, LLC	\$ 96,000.00

Razorback, LLC of Tarpon Springs, Florida was the low bidder with a bid totaling \$96,000.00. Their bid was found to be complete and responsive. Their references are attached to the recommendation from Mead & Hunt and were checked. The feedback provided suggests Razorback LLC, is capable of performing the work for this project.

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year budget 2019/2020. The Project Code is 20WW04.

\$96,000.00 has been budgeted in account number 407-8110-580.63-00.

STAFF RECOMMENDATION:

Award and authorize the City Manager to enter into an agreement with Razorback, LLC to provide construction services for the replacement of the WWTP Sludge Holding Tank Walkway.

COMMISSION GOALS:

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

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

MOTION:

APPROVE AWARD AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAZORBACK, LLC, TO PROVIDE CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY AND NOT TO EXCEED \$96,000.

ATTACHMENTS:

- Recommendation of Award 7.9.20 (PDF)
- McMahan WW-20-04 070720 (PDF)
- ITB WW-20-04 Boromei Construction (PDF)
- E&D Bid (PDF)
- RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (PDF)
- WW-20-04 Bid Opening Sheet (PDF)

Resolution No. 2020-34**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAZORBACK, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY (20WW04) NOT TO EXCEED \$96,000.00.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAZORBACK, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY (20WW04) NOT TO EXCEED \$96,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City solicited a bid for this project and has received 4 bids; and

WHEREAS, Razorback, LLC of Tarpon Springs, Florida was the low bidder with a bid totaling \$96,000.00; and

WHEREAS, the references for Razorback, LLC were checked and the feedback provided suggests they are capable of performing the work for this project.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Razorback LLC to provide construction services for the project WWTP Sludge Holding Tank Walkway not to exceed \$96,000.00.

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

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

APPROVED AND AUTHENTICATED on this 28th day of JULY, 2020.



July 13, 2020

Antoine Khoury
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

**RE: CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID NO. WW-20-04**

Dear Antoine,

The City received four (4) bids on the above referenced project on July 7, 2020. Razorback, LLC of Tarpon Springs, Florida was the low bidder with a bid totaling \$96,000.00. Their bid was found to be complete and responsive.

Our firm has no experience with Razorback, LLC. We have checked their references provided (attached) and the feedback provided suggests Razorback LLC is capable of performing the work for this project.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin A. Lee'.

Kevin A. Lee, P.E.
Project Manager

KAL:bf

Attachment: Reference Questionnaires (2)
Bid Tabulation

Attachment: Recommendation of Award 7.9.20 (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

Contractor References Questionnaire

Project: Secondary clarifier Sand Blasting + RecoatingCity Project No.: N/ADate: 7/8/2020Contractor: RAZORBACK LLC.

Reference Affiliation: _____

Responder Name: BRIAN ANTONIAN Wastewater Plant Superintendent

1. How much difficulty did you have in keeping the Contractor on schedule?

Circle One: None, Some, Moderate Amount, Great DifficultyAdditional Comments: Contractor Razorback finished ahead of schedule. Showed up daily 7am worked late if needed.

2. How would you rate the Contractor's superintendence and scheduling on the project? (I.e., were subcontractors scheduled logically, were long-lead items ordered sufficiently in advance, etc.?)

Circle One: Excellent, Fair, PoorAdditional Comments: Yanni + his crew did a fantastic job. Very hard workers. Care about doing a great job.

3. How would you rate the Contractor's ability to perform according to the contract documents?

Circle One: Excellent, Average, PoorAdditional Comments: NO ISSUES. GREAT END PRODUCT.

4. How would you rate the Contractor's willingness/ability to work with the [District / City / County] in carrying out the intent of the contract documents?

Circle One: Excellent, Average, PoorAdditional Comments: NO ISSUES.

5. Approximately how many RFI's did the Contractor submit? NONE

6. Approximately how many change order requests did the Contractor submit that were not Owner generated? NONE

7. Did you have difficulty obtaining documentation for change order requests?

Circle One: Some, Moderate Amount, Great Difficulty NONE

8. Would you recommend using this contractor on a future projects? RAZORBACK LLC. IS

The City of Durand Wastewater Department go to Contractor

9. What overall rating would you give the Contractor?

on Sandblasting + Recoatings.FANTASTIC, YOU WILL NOT BE DISAPPOINTED IN RAZORBACK LLC

Contractor References Questionnaire

Project: City of Tampa, FloridaCity Project No.: 18-C-00027Date: Completion Date 3/4/2020Contractor: Royal Bridge, Inc.Reference Affiliation: ManagerResponder Name: Tommy Mahinis

1. How much difficulty did you have in keeping the Contractor on schedule?

Circle One: None, Some, Moderate Amount, Great Difficulty

Additional Comments: Razorback LLC was ahead of schedule.

2. How would you rate the Contractor's superintendence and scheduling on the project? (I.e., were subcontractors scheduled logically, were long-lead items ordered sufficiently in advance, etc.?)

Circle One: Excellent, Fair, Poor

Additional Comments: Razorback LLC's superintendence & scheduling for this project ran extremely good.

3. How would you rate the Contractor's ability to perform according to the contract documents?

Circle One: Excellent, Average, Poor

Additional Comments: Razorback LLC's ability to perform by the contract documents was excellent.

4. How would you rate the Contractor's willingness/ability to work with the [District / City / County] in carrying out the intent of the contract documents?

Circle One: Excellent, Average, Poor

Additional Comments: Razorback LLC worked excellent with the City of Tampa and with our company as well.

5. Approximately how many RFI's did the Contractor submit? None

6. Approximately how many change order requests did the Contractor submit that were not Owner generated? None

7. Did you have difficulty obtaining documentation for change order requests? NA

Circle One: Some, Moderate Amount, Great Difficulty

None

8. Would you recommend using this contractor on a future projects? I highly recommend Razorback LLC to work with our company of future projects. They are very dedicated and responsible.

9. What overall rating would you give the Contractor? Overall rating of A+.

CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID# WW-20-04

			RAZORBACK, LLC Tarpon Springs, FL		E&D CONTRACTING SERVICES, INC. Savannah, GA		BOROMEI CONSTRUCTION, INC. Okeechobee, FL		MCPAHAN CONSTRUCTION CO., INC. DeLand, FL	
<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>	<i>UNIT COST</i>	<i>TOTAL</i>	<i>UNIT COST</i>	<i>TOTAL</i>	<i>UNIT COST</i>	<i>TOTAL</i>
Preconstruction Video	1	LS	\$6,000.00	\$6,000.00	\$6,579.00	\$6,579.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Demolition	1	LS	\$17,000.00	\$17,000.00	\$8,026.00	\$8,026.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Sludge Holding Tank Walkway Replacement	1	LS	\$56,000.00	\$56,000.00	\$68,343.00	\$68,343.00	\$75,000.00	\$75,000.00	\$82,500.00	\$82,500.00
Permits and Allowances	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
As-Built Plans	1	LS	\$4,000.00	\$4,000.00	\$2,960.00	\$2,960.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
Restoration	1	LS	\$3,000.00	\$3,000.00	\$3,289.00	\$3,289.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00
BID TOTAL				\$96,000.00		\$99,197.00		\$111,200.00		\$116,000.00

**SECTION 00 41 00
BID BOND**

Bid No. WW-20-04
Executed in 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS, that we, McMahan Construction Co., Inc. as Principal and Berkley Insurance Company of the City of Greenwich State of CT, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars (\$-----5%-----) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of July, 2020, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A

N/A (Seal)

N/A

N/A (Seal)

N/A (Seal)

Individual or Partner

Witness

McMahan Construction Co., Inc.

123 E. Indiana Avenue, DeLand, FL 32724

Address

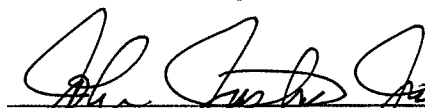
McMahan Construction Co., Inc.

Corporate Principal

ATTEST:



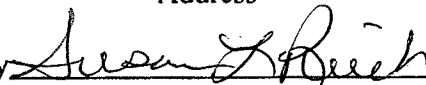
Lisa A. Dean, Corp. Sec.


John Justus, Jr. President AFFIX
Executive V.P. CORPORATE SEAL

Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830

Address

By  Susan L. Reich

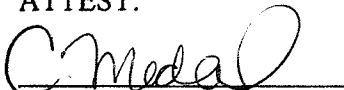
AFFIX

CORPORATE SEAL

Berkley Insurance Company

Corporate Surety

ATTEST:



Coralise Medal, Witness

Susan L. Reich, Attorney-in-Fact
and Florida Licensed Resident Agent

Title

END OF SECTION

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: *Kim E. Niv; Jeffrey W. Reich; Gloria A. Richards; Lisa Roseland; Susan L. Reich; Teresa L. Durham; Cheryl Foley; Sarah K. O'Linn; or Robert P. O'Linn of Florida Surety Bonds, Inc. of Maitland, 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 12th day of July, 2019.

Attest:

(Seal)

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 12th day of July, 2019, 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 RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraker
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 11th day of July, 2020.

(Seal)

Vincent P. Forte

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID NO. WW-20-04
(To be completed in Duplicate)**

Bidder's Name: McMahan Construction Co., Inc.

Submitted: July 7, 2020

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs

to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

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

The undersigned offers to furnish all materials, equipment and labor for construction of **"WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT"**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred Sixteen Thousand Dollars and No Cents
Dollars

(In Words)

\$ 116,000.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

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

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
 Statement of Bidder's Qualifications: 00 32 00
 Listing of Subcontractors: Section 00 33 00
 Listing of Previous Experience: Section 00 33 10
 Bid Bond: Section 00 41 00
 Public Entity Crimes Statement: Section 00 47 00
 Anti-Collusion Statement: Section 00 48 00
 Drug Free/Tie Preference Statement: Section 00 48 50
 Compliance with the Public Records Law: Section 00 48 60
 W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
 Trench Safety Affidavit: Section 00 49 00
 Certificate as to Corporate Principal: Section 00 62 00
 City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

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

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

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

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

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

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

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

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

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

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

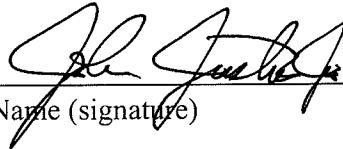
NONE

Category II - Major Equipment Items:

NONE

ALTERNATE MANUFACTURERS/SUPPLIERS

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

 July 7, 2020

 Name (signature) Date
 John Justus, Jr.

 Name (typed and printed)
 Executive Vice President

 Title

CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID# WW-20-04

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Preconstruction Video	1	LS	\$2,500.00	\$2,500.00
2	Demolition	1	LS	\$20,000.00	\$20,000.00
3	Sludge Holding Tank Walkway Replacement	1	LS	\$82,500.00	\$82,500.00
4	Permits and Allowances	1	LS	\$10,000.00	\$10,000.00
5	As-Built Plans	1	LS	\$500.00	\$500.00
6	Restoration	1	LS	\$500.00	\$500.00
	BID TOTAL				\$116,000.00

Submitted by: John Justus, Jr., Executive Vice President

Contractor: McMahan Construction Co., Inc.

Address: 123 East Indiana Avenue, DeLand, FL 32724

Telephone: (386) 734-1071

Fax: (386) 738-2692

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

#CGC059437 &

Licensee: John Justus, Jr., Executive Vice President

License No: #CUC057309

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

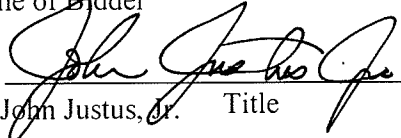
- A. Name of bidder. McMahan Construction Co., Inc.
- B. Permanent main office address. 123 East Indiana Avenue, DeLand, FL 32724
- C. When organized. In business since 1966, Incorporated November 1, 1980
- D. If a corporation, where incorporated. State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 54 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
- G. General character of work performed by your company. We specialize in Water & Wastewater Treatment Facilities, Lift Stations and Utilities.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached List
- K. List your major equipment Crane, Backhoes, Loaders and Various Trucks.
- L. Experience in construction work similar in type to this project. See attached List
- M. Background and experience of the principal members of your organization, including the officers. See attached Resumes
- N. Credit available: \$ N/A
Wells Fargo Bank: Telcyn Smith, Relationship Manager
- O. Give bank reference: telcyn.smith@wellsfargo.com
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

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

Dated at DeLand, FL this 7th day of July, 2020.

McMahan Construction Co., Inc.

Name of Bidder

By: 

John Justus, Jr. Title

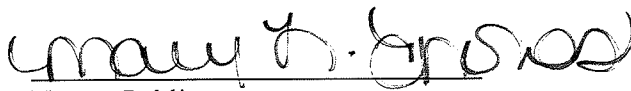
Executive Vice President

State of FLORIDA

County of VOLUSIA

John Justus, Jr. being duly sworn deposes and says that
he is the Executive Vice President of McMahan Construction Co., Inc. and that
the answers to the City of Holly Hill foregoing questions
Name of Organization
and all statements therein contained are true and correct.

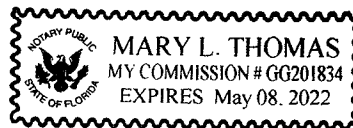
Subscribed and sworn to before me this 7th day of July, 2020.



Notary Public

Mary L. Thomas

Notary Public (Print or Type)



My commission expires: May 8, 2022

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

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

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/ COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Flagler Beach WWTP Improvements - Phase III	City of Flagler Beach	Installation of a permanent generator w/ enclosure & integral fuel tank, new automated transfer switch... \$444,000.00	Fred Griffith, City Eng. (386) 517-2000 xt. 243	02/2020 - Present
2	Deltona North WTP Improvements	County of Volusia	Provide & install THM reduction equipment in existing 500,000 GST, new emergency electrical generator, remove piping, electrical & instrumentation ... \$1,998,128.00	Scott Mays, P.E. (386) 943-7027	03/2019 - 01/2020
3	Alexander Ave. Reclaimed Water Augmentation Facility	City of Deltona	Covered 3.0 MG raw water storage tank; raw water transfer pump station, flocculation tank, covered 1.0 MG reclaimed water ground storage tank... \$10,094,069.97	John Peters, Public Works Director (386) 878-8973	06/2017 - 03/2019

END OF SECTION

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. WW-20-04 for City of Holly Hill WWTP Sludge Holding Tank Walkway Replacement

This sworn statement is submitted by McMahan Construction Co., Inc. whose business address is 123 East Indiana Avenue, DeLand, FL 32724 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2036678. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is John Justus, Jr. any my relationship to the entity named above is Executive Vice President.

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

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

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

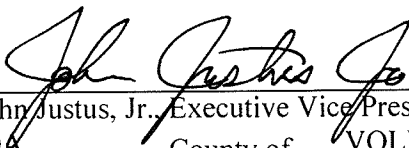
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

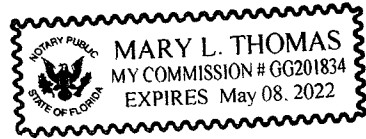
I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision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

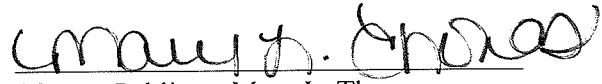
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature)  Date: July 7, 2020
John Justus, Jr. Executive Vice President
 State of FLORIDA County of VOLUSIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Justus, Jr.
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
7th day of July, 2020




 Notary Public Mary L. Thomas

My Commission Expires: May 8, 2022

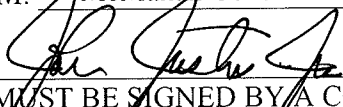
**SECTION 00 48 00
ANTI-COLLUSION STATEMENT**

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

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

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

NAME OF FIRM: McMahan Construction Co., Inc.

SIGNED BY:  John Justus, Jr.
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Executive Vice President

ADDRESS: 123 East Indiana Avenue

CITY AND STATE: DeLand, FL 32724

TELEPHONE: (386) 734-1071

COMPLETION TIME: 150 / 180

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

NO BID (REASON) N/A

END OF SECTION

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

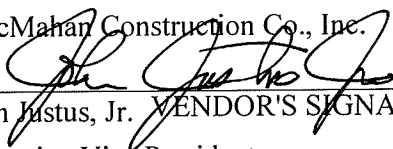
In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.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

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

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

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

McMahan Construction Co., Inc.



John Justus, Jr. VENDOR'S SIGNATURE
Executive Vice President

END OF SECTION

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # WW-20-04

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

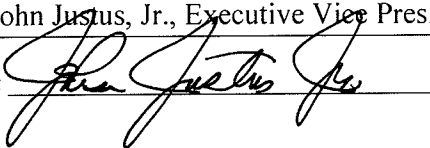
A provision that requires the contractor to comply with public records laws, specifically to:

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: McMahan Construction Co., Inc.

Authorized representative (printed): John Justus, Jr., Executive Vice President

Authorized representative (signature): 

Date: July 7, 2020

END OF SECTION

00 48 60 - 1

SECTION 00 48 70

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. McMahan Construction Co., Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 123 East Indiana Avenue	Requester's name and address (optional) City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117
6 City, state, and ZIP code DeLand, FL 32724	
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.

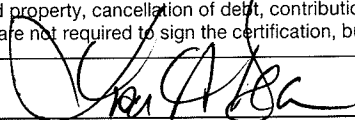
Social security number									
or									
Employer identification number									
5	9		2	0	3	6	6	7	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- 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, or real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ►


Date ► July 7, 2020

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.

**SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT**

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

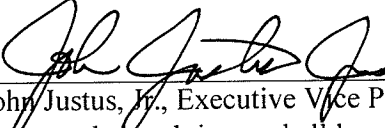
Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will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

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>SLOPED BANKS - 20 Lf @ 3" PVC</u>	<u>\$100⁰⁰</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u>ONE HUNDRED AND ^{Nº}100 DOLLARS</u>	<u> </u>
(Cost in Words)	
TOTAL \$	<u>100⁰⁰</u>

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

COMPANY NAME: McMahan Construction Co., Inc.

DATE: July 7, 2020

BY: 

John Justus, Jr., Executive Vice President

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

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lisa A. Dean, certify that I am the Corporate Secretary
of the corporation named as Principal in the within Bid Bond; that John Justus, Jr.
who signed the said Bid Bond on behalf of the Principal was then Executive Vice President
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.



Lisa A. Dean, Corporate Secretary
McMahan Construction Co., Inc.

AFFIX CORPORATE SEAL

END OF SECTION

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u>X</u>	<u>General Liability</u>	<u>Minimum Limits Required</u>	
<u>X</u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u>X</u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
—	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
—	_____	\$ <u>1,000,000</u>	Each Occurrence
—	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u>X</u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>		
		Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
—	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	* Occurrence (Y/N): _____		
	* Defense included in Limits (Y/N): _____		
<u>X</u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
—	<u>Other</u>		
	_____	\$	
	_____	\$	
<u>X</u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u>X</u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u>X</u>	Certificates must identify bid number and bid title.		
<u>X</u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

 July 7, 2020
John Justus, Jr., Executive Vice President
McMahan Construction Co., Inc.

RFP WW-20-04

Sludge Holding Tank Walkway Replacement

Addendum 1

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the RFP WW-20-04 for the

Sludge Holding Tank Walkway Replacement

as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

Questions & Answers

1) Do you anticipate extending the bid due date?

No extension

2) What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

No additional information will be posted beyond the bid document

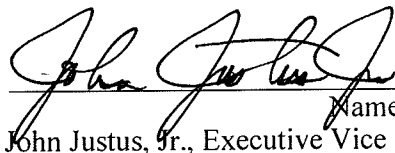
3) Was this bid posted to the nationwide free bid notification website at www.MyGovWatch.com/free?

No

4) Other than your own website, where was this bid posted?

It was posted on myvendorlink.com

Signature acknowledges receipt and understanding of this addendum.



Name/Title
John Justus, Jr., Executive Vice President

June 22, 2020

Date



Addendum #2

Project Name: <u>Sludge Holding Tank Walkway</u>	Client: <u>Holly Hill</u>
Project Location: <u>Holly Hill</u>	Client Representative: <u>Antoine Khurey, P.E.</u>
Project Number: <u>1000710-191463.01</u>	Mead & Hunt, Inc. Manager: <u>Kevin Lee, P.E.</u>
Date: <u>June 30, 2020</u>	Mead & Hunt Inc. Phone: <u>(386) 761-6810</u>

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

I. GENERAL

1. Payment and Performance Bond is not required for this project.
 - a. Section 00 64 00 Combination Payment and Performance Bond for Public Construction is removed from the specifications

QUESTIONS

2. Can you provide the estimate for this project, please?

Answer: Engineer's estimate of construction cost is \$75,000

3. Please confirm the coating system for the steel bridge?

Answer: The steel bridge shall be hot dipped galvanized

4. Is the intent of the plans/specs for the steel bridge structure to arrive onsite hot dipped galvanized ready for the contractors installation?

Answer: Yes

5. The structural design of the bridge appears to be complete per the plans. The specs/plans call for a AISC Quality Certified Fabricator to manufacture the bridge. We usually see this requirement on

FDOT & Heavy Bridge construction projects. Typically this eliminates many smaller fabricators from doing this work. With the structural design complete, is the AISC designation required?

Answer: The AISC Certification is not required on this project.

END OF ADDENDUM

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

John Joseph Jr., 7/6/20
McMAHAN CONSTRUCTION - VICE PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2019

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Denise D'Abato PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL ADDRESS: ddabato@bbdaytona.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Denali Insurance Company	NAIC # 16044
INSURED MCMAHAN CONSTRUCTION CO INC P O BOX 223 DELAND FL 32721-0223		INSURER B: Owners Insurance Company INSURER C: Travelers Property Casualty Company of America INSURER D: XL Specialty Insurance Company INSURER E: Westchester Surplus Lines Ins	32700 25674 37885 10172

COVERAGES

CERTIFICATE NUMBER: 2019-20 20-21

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			CF4GL01320191	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ CONTRACTUAL LIABILITY						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY			5092167600	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ PROPERTY DAMAGE (Per accident) \$						PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR			ZUP41M6701819NF	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED ☒ RETENTION \$ 10,000						COMPLETED OPS AG \$ 4,000,000
							PER STATUTE ☐ OTH-ER ☐
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UM00031576MA19A	11/01/2019	11/01/2020	E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
							RENTED EQUIPMENT 500,000
D	EQUIPMENT FLOATER			UM00031576MA19A	11/01/2019	11/01/2020	INSTALLATION 2,000,000
	INSTALLATION/ BUILDERS RISK						

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

SEE NOTES FOR POLICY COVERAGE FORMS FOR INFORMATION

CERTIFICATE HOLDER

CANCELLATION

MCMAHAN CONSTRUCTION CO INC

 PO BOX 223
 DELAND

FL 32721-0223

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED MCMAHAN CONSTRUCTION CO INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1.) CG2010 0413 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 2.) CG2037 0413 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
- 3.) CG2032 0413 - ADDITIONAL INSURED- ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
- 4.) CG2034 0413 - ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT
- 5.) CG2011 0413 - ADDITIONAL INSURED- MANAGER OR LESSORS OF PREMISES
- 6.) CG2012 0413 - ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION
- 7.) CG2001 0413 - (PRIMARY & NON-CONTRIBUTORY)
- 8.) ECG04767 0216 - GENERAL LIABILITY ENHANCEMENT ENDORSEMENT (WAIVER OF SUBROGATION)
- 9.) ECG00620 0414 - (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY

- 1.) 58504 0115 - (ADDITIONAL INSURED)
- 2.) 58583 0115 - (WAIVER OF SUBROGATION)

UMBRELLA

- 1.) EU0001 0716 - (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
- THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY.
- 2.) IL T4 05 03 11 - DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US (BLANKET 30 DAY NOC)

EQUIPMENT

- 1.) HCM050 0112 - (BLANKET LOSS PAYEE)

ADDITIONAL POLICIES:

POLLUTION LIABILITY

POLICY # G70918687002-INSURER E-WESTCHESTER SURPLUS LINES INS-EFF 1/1/20-1/1/21 LIMIT: \$2,000,000 OCCURRENCE; \$2,000,000 AGGREGATE

- 1.) ENV 3250 12 18 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS (BLANKET)
- 2.) ENV 3251 12 18 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD (BLANKET)
- 3.) ENV 3253 12 18 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE (BLANKET)
- 4.) ENV 3143 03 05 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3580 E-MAIL ADDRESS: Certificates@sihle.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Builders Mutual Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 McMahan Construction Company, Inc.
 123 E Indiana Ave
 De Land FL 32724

MCMACON-02

COVERAGES

CERTIFICATE NUMBER: 1297737834

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP1069310	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 "FOR INFORMATION AND/OR BIDDING PURPOSES ONLY"

CERTIFICATE HOLDER

CANCELLATION

MCMAHAN CONSTRUCTION CO INC
 PO BOX 223
 DELAND FL 32721-0223

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

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION APPLIES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured McMahan Construction Company Inc.

Effective Policy No. WCP1069310

Endorsement No.
Premium

Insurance Company
Builders Mutual Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CGC059437

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

RICK SCOTT, GOVERNOR



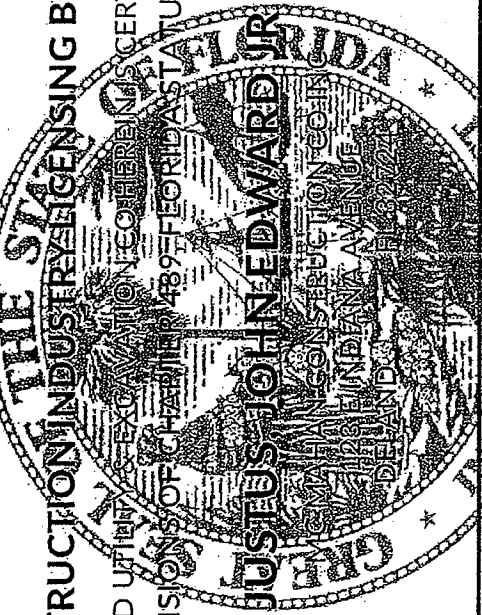
JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION TECHNOLOGIES CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489 OF THE FLORIDA STATUTES



LICENSE NUMBER: CUC057309

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

SEP 13 2019

2019/ 2020

Volusia County Business Tax Receipt

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



Account # 198502100020 Expires: September 30, 2020
Business Location: 123 E INDIANA AV

Business Name: MCMAHAN CONSTRUCTION CO INC
Owner Name: ROBERT KELLOGG
Mailing Address: P O BOX 223
DELAND, FL 32721

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC010240	301C	10	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

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

DATE PAID: 09/09/2019
RECEIPT #: BT 1-18-0006317
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: MCMAHAN CONSTRUCTION CO INC
Owner Name: ROBERT KELLOGG
Mailing Address: P O BOX 223
DELAND, FL 32721



Account # 198502100020 Expires: September 30, 2020
Business Location: 123 E INDIANA AV

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

Attachment: McMahan WW-20-04 070720 (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

2019

2020

City of DeLand

BUSINESS TAX RECEIPT/FIRE PERMIT
120 S. FLORIDA AVE. DELAND, FL 32720
386-626-7008

McMahan Construction
Robert Kellogg
P.O. Box 223
DeLand, FL 32721

Customer No. 21959
License No. 1905

SERVICE ADDRESS: 123 E Indiana Ave

DESCRIPTION	FEE
1092 - Gen.Contractors/Bldg Contractor General Contractor	112.50
Total Amount Paid	\$0.00

VALID

October 1, 2019 – September 30, 2020

The City of DeLand **MUST** be notified in writing if for whatever reason you decide not to operate your business within the city limits of DeLand.

Attachment: McMahan WW-20-04 070720 (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

State of Florida

Department of State

I certify from the records of this office that MCMAHAN CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on November 1, 1980.

The document number of this corporation is F02227.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on February 6, 2020, 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 Sixth day of February, 2020*



Randy R. ...
Secretary of State

Tracking Number: 7444622084CC

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

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

Dean Kellogg*President & Safety Coordinator***Professional Experience:**

- 2008 - Present *Vice President & Utility Division Project Manager*, McMahan Construction Co., Inc., Responsibilities include estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.
- 2003 – 2007 *Commercial Division Project Manager*, McMahan Construction Co., Inc., Responsibilities included estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.
-

License:

- 2008 - Present State of Florida Certified Building Contractor
License No. CBC 1259026
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Education:

- 2003 Appalachian State College - Boone, NC
Bachelor of Science Degree in Business Management &
Computer Information Systems
-

Projects have included:

- **2019, Breakaway Trails Ground Storage Tank & Pump Station – Ormond Beach, FL;** Owner: City of Ormond Beach; Architect: Mead & Hunt; Contract Amount: \$2,912,000.00
- **2018, Valor Blvd. Reuse Storage Tank & P.S – Daytona Beach, FL;** Owner: City of Daytona Beach; Architect: McKim & Creed; Contract Amount: \$3,744,885.33
- **2017, Southern Wellfield Expansion – Palm Coast, FL;** Owner: City of Palm Coast; Architect: McKim & Creed; Contract Amount: \$1,364,878.28
- **2016, Ft. Florida Rd. Water Main Extension – DeBary, FL;** Owner: City of DeBary; Architect: CPH Engineers, Inc.; Contract Amount: \$497,834.00
- **2016, Sperling Sports Complex Reclaim – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$430,232.00
- **2015, N. Peninsula Force Main Ext., LS Install. & WWTP Abandonment – Ormond Beach, FL;** Owner: Volusia County; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,138,694.45
- **2014, S. Peninsula 2" Water Main – Ormond Beach, FL;** Owner: City of Ormond Beach; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$891,593.25
- **2011, Volusia County Fairgrounds Storage Tank & Pump Station – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,036,000.00
- **2009, Tomoka Woods WTP & Wells – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$2,849,000.00

W. Robert Kellogg*Vice President***Professional Experience:**

1986 – Present *President & Chief Executive Officer*, McMahan Construction Co., Inc., of DeLand, Florida, a company specializing in the construction of water treatment, wastewater, and reuse treatment facilities throughout the State of Florida, as well as underground utility work and commercial construction in the Central Florida area. The company has performed joint-venture projects, design/build projects, negotiated ventures and bid work of municipalities, federal agencies and private enterprises.

1980 – 1986 *Vice President & Secretary*, McMahan Construction Co., Inc.

1974 – 1980 *Project Manager & Materials Purchaser*, McMahan Construction Co., Inc.

1971 – 1973 *Project Estimator*, McMahan Construction Co., Inc.

1971 *Estimator Trainee*, Central Florida Underground of Winter Park, FL

Licenses:

1974 – Present State of FL Certified General Contractor, License No. CGC010240
 State of FL Pollutant Storage Systems Contractor, License No. PCC048393

Education:

1971 Grove City College, Grove City, PA
 Bachelor of Science Degree in Mechanical Engineering

Projects have included:

- **2016, Reclaimed Water Augmentation – DeLand, FL**; Owner: City of DeLand; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,052,357.46
- **2015, Deltona North WTP Well #3R – Deltona, FL**; Owner: Volusia County; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$180,633.00
- **2014, LDS Youth & Family Camp – St. Cloud, FL**; Owner: Church of Jesus Christ of Latter-Day Saints; Engineer: CPH Engineers, Inc.; Contract Amount: \$307,500.00
- **2014, Glen Abbey WTP Well Replacement – DeBary, FL**; Owner: Volusia County; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$282,930.95
- **2014, DeLand Influent Pump Replacement – DeLand, FL**; Owner: City of DeLand; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$276,234.44
- **2013, Eustis Reclaimed Water Storage & Pumping Improvements – Eustis, FL**; Owner: City of Eustis; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,980,420.92
- **2011, Volusia County Fairgrounds Storage Tank & Pump Station – DeLand, FL**; Owner: City of DeLand; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,036,000.00

John Justus, Jr.*Executive Vice President***Professional Experience:**

- 1987 – Present *Executive Vice President*, McMahan Construction Co., Inc.,
 Manager of Water and Wastewater Division. Responsibilities include
 estimation, jobsite management, budget controls, project completion from
 start to finish, and contract scheduling.
- 1986 *Assistant Project Developer*, Anglin Construction, Inc.
 Summer internship.
- 1984 & 1985 *Assistant Estimator*, Russell & Axon Engineers, Inc.
 Summer internship.

License:

- 2000 – Present State of Florida Certified Underground Utility Contractor
 License No. CU-C057309
- 1997 – Present State of Florida Certified General Contractor
 License No. CG-C059437

Education:

- 1998 University of Central Florida
 Orlando, FL
 Master's Degree in Business Administration.
- 1987 University of Florida
 Gainesville, FL
 Bachelor of Science Degree in Building Construction.
- 1981 – 1983 University of South Florida
 Tampa, FL
 Studied Civil Engineering

Projects have included:

- **2020, WRF Improvements – Casselberry, FL;** Owner: City of Casselberry; Engineer: Hazen & Sawyer; Contract Amount: \$1,528,130.00
- **2019, Deltona North WTP Improvements – Deltona, FL;** Owner: County of Volusia; Engineer: CDM Smith; Contract Amount: \$1,981,908.00
- **2018, Alexander Ave. Reclaimed Water Augmentation Facility – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$10,094,069.97
- **2017, Southern Wellfield Expansion – Palm Coast, FL;** Owner: City of Palm Coast; Engineer: McKim & Creed; Contract Amount: \$1,364,878.28
- **2016, Williamson Blvd. Regional L.S. – Port Orange, FL;** Owner: City of Port Orange; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,351,942.00
- **2015, Alexander Ave. Storage Tank – Deltona, FL;** Owner: City of Deltona; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$2,389,380.00
- **2014, Southwest WRF Filter Replacement – DeBary, FL;** Owner: County of Volusia; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,018,980.00

McMahan Construction Co., Inc.

Donnie Ramsey*Project Coordinator***Work Experience:**

2004 – Present	<i>Project Coordinator for Water and Wastewater Division, McMahan Construction Co., Inc., DeLand</i> Supervision of water and wastewater crews, coordination of all projects including installation of mechanical equipment, pumps, mechanical pipe, building tanks, control rooms, office buildings and chlorination pumps and piping.
1997 – 2004	<i>Superintendent, McMahan Construction Co., Inc., DeLand</i> Jobsite management, scheduling and quality control.
1992 – 1997	<i>Foreman, McMahan Construction Co., Inc., DeLand</i> Supervision of water and wastewater crew.
1985 – 1992	<i>Equipment Operator, McMahan Construction Co., Inc., DeLand</i>
1983 – 1985	<i>Driver, McMahan Construction Co., Inc., DeLand</i>

Licenses and Certifications:

- First Aid Certification
- CPR Certification
- Confined Space Entry Certification
- FMOT Work Zone Level III Certification
- Hazard Communication Training Certification

Projects have included:

- **2019, Deltona North WTP Improvements – Deltona, FL;** Owner: County of Volusia; Engineer: CDM Smith; Contract Amount: \$1,981,908.00
- **2018, Alexander Ave. Reclaimed Water Augmentation Facility – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$10,094,069.97
- **2017, Southern Wellfield Expansion – Palm Coast, FL;** Owner: City of Palm Coast; Engineer: McKim & Creed; Contract Amount: \$1,364,878.28
- **2016, Williamson Blvd. Regional Lift Station – Port Orange, FL;** Owner: City of Port Orange; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,351,942.00
- **2015, Alexander Ave. Storage Tank – Deltona, FL;** Owner: City of Deltona; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$2,389,380.00
- **2015, Dunes WTP Expansion – Palm Coast, FL;** Owner: Dunes Community Development District; Engineer: McKim & Creed, Inc.; Contract Amount: \$1,115,916.02
- **2014, SWWRF Filter Replacement – DeBary, FL;** Owner: Volusia County; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,018,980.00

McMahan Construction Co., Inc.

CONTRACTS ON HAND

McMahan Construction Co., Inc.					
CONTRACTS ON HAND (07/07/20)					
Start / End	Job Name / Info	Contract Amount	Anticipated Date of Completion	Owner	Engineer
02/2020 - Present	FLAGLER BEACH WWTP IMP PHASE III - Flagler Beach Installation of a permanent generator, with an enclosure and integral fuel tank plus new automated transfer switch and main switchgear for the WWTP, demolition of the existing electrical building, construction of a parking area, electrical room within the existing blower building, replacement of 2 slide gates, etc.	\$ 444,000.00	08/2020	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffin, City Engineer (386) 517-2000 x1 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blas, P.E. (386) 761-6810 / (386) 761-3977 Fax
03/2020 - Present	WRF IMPROVEMENTS - Casselberry Rehabilitation and replacement of equipment, materials, and/or structures at the Water Reclamation Facility to include the Traveling Bridge Filter, Chlorine Contact Chamber, Transfer Pump Station, and Effluent Pump Station	\$ 1,528,130.00	12/2020	CITY OF CASSELBERRY 95 Triple Lake Drive, Casselberry, FL 32707 Tara Lamoureux, P.E. (407) 262-7700 Ext. 1228 / (407) 262-7762 Fax	HAZEN AND SAWYER 919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814 Frederick R. Holmes, P.E. (407) 367-2626 / (407) 367-2627 Fax
04/2020 - Present	WELL NO. 48 OUTFITTING AT MAGDALENA WTP NO. 16 - Deltona Installation of a new vertical turbine well pump into the existing well casing of new well #48, well head piping and instruments, yard piping, and integration of the new water supply well into the existing facility and SCADA system	\$ 596,000.00	11/2020	CITY OF DELTONA 1245 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Robert Smith, P.E. (407) 835-3555 / (407) 835-3790 Fax
11/2019 - Present	GLEN ABBEY RECLAIMED FM EXT PHASE 1 - VOLUSIA CO Approx. 3,500' of 8" and 12" reclaimed water main extension on North Pine Meadow Dr. in DeBary	\$ 426,116.00	07/2020	Volusia County 123 W. Indiana Ave., DeLand, FL 32720 Scott Mays (386) 943-7027	CPH Engineers, Inc. 500 W. Fulton St., Sanford, FL 32771 Rocco Nasso, P.E. (407) 322-6841
09/2019 - Present	LIFT STATION #26 FORCE MAIN REPLACEMENT - DeLand Construction of approximately 1,800 LF of 8" HDPE Force Main from Lift Station #25 in the Brandywine Subdivision to point of connection on SR17.	\$ 196,080.00	07/2020	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Keith Riger, P.E. (386) 626-7197 / Fax (386) 736-5366	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blas, P.E. (386) 761-6810 / Fax (386) 761-3977
04/2019 - Present	BREAKAWAY TRAILS GROUND STORAGE TANK & PUMP STATION - Ormond Beach Remove 2 GST and 1 elevated storage tank & associated piping, remove concrete pad, masonry wall & structure and install new ground storage tank and pump station, construct 2 MG, construct PS building, install 3 high service variable frequency drive pumps, instrumentation & controls, etc.	\$ 2,912,000.00	07/2020	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 John Noble, P.E. (386) 676-3269 / Fax (386) 676-3321	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blas, P.E. (386) 761-6810 / Fax (386) 761-3977

RECENTLY COMPLETED PROJECTS

McMahan Construction Co., Inc.					REFERENCES / RECENT CONTRACT HISTORY			PLANT DIVISION		Owner		Engineer	
Start / End	Year	Job #	Job Name / Info	Contract Amount									
04/2020 - Present	2020	1239	WELL NO. 46 OUTFITTING AT MAGDALENA WTP NO. 16 - Daytona Installation of a new vertical riser well with associated piping and instruments, year piping, and integration of the new water supply well into the existing facility and SCADA system.	\$ 596,000.00									
03/2020 - Present	2020	1238	WRF Improvements - Casselberry Rehabilitation and replacement of equipment, materials, and/or structures at the Water Reclamation Facility to include the Traveling Bridge Filter, Chlorine Contact Chamber, Transfer Pump Station, and Effluent Pump Station.	\$ 1,328,130.00									
02/2020 - 04/2020	2020	1237	WTP Chemical Feed System Upgrades - Ormond Upgrading the WTP Chemical Feed System including but not limited to replacing the finished water inline static mixer, chemical feed lines and chemical injection guns.	\$ 46,916.00									
02/2020 - Present	2020	1236	FLAGLER BEACH WWTP IMP PHASE III - Flagler Beach Installation of a permanent generator, with an enclosure and integral fuel tank, plus new automated transfer switch and main switchgear for the WWTP. Demolition of the existing electrical building, construction of a parking area, electrical room within the existing blower building, replacement of 2 slide gates, etc.	\$ 444,000.00									
04/2019 - Present	2019	1235	BREAKAWAY TRAILS GROUND STORAGE TANK & PUMP STATION - Ormond Beach Remove 2 GST and 1 elevated storage tank & associated yard piping; remove concrete pad, masonry water & storage structure and associated elements; construct 2 MG pre-stressed concrete GST; construct PS building, install 3 high service variable frequency drive pumps, instrumentation & controls, etc.	\$ 2,917,000.00									
04/2019 - 08/2019	2019	1234	DELTONA LAKES WWTP BARS/SCREEN REPLACEMENT Replacement of bars/screen at Deltona Lakes WWTP and related materials.	\$ 69,955.00									
01/2019 - 07/2019	2018	1233	ATC CAMPUS THERMAL ENERGY STORAGE (TES) TANK & SITE WORK We are sub to Cron, LLC 250 S.W. 1st Ave, Gainesville, FL 32607 (352) 372-6299 / Fax / Contact: Chris Mincey Site Work inc. site fencing, survey, clear & grub, water & power, final grade, etc.	\$ 172,256.00									
03/2019 - 01/2020	2018	1232	DELTONA NORTH WTP IMP. Work includes provide & install HMI reduction equipment in the existing 500,000 GSI, provide and install a new emergency electrical generator with diesel fuel storage tank, removal of existing generator and below ground raw water piping modifications, electrical and instrumentation system upgrades, replacements, etc.	\$ 1,381,908.00									
01/2018 - 07/2018	2018	1231	FLAGLER BEACH WELL #12R EQUIP & CONNECT - Palm Coast Furnish & install well pump pad & supports, piping & tie-in to existing WM. Provide new 20HP VFD panel. Install RTU lower on a concrete pad. Fencing & Painting. We are Sub to Connect Consulting, Inc. 2611 Lakewood Dr. Lake Helen, FL 32744 Contact: David Robertson, P.G. (386) 473-7766 / Office / d.robertson@connect.com	\$ 114,000.00									
06/2017 - 03/2019	2017	1230	ALEXANDER AVE. RECLAIMED WATER AUGMENTATION FACILITY - Deltona Concrete 3 MG raw water storage tank, raw water transfer pump station, filter-aid chemical injection, flocculation tank, filter, chlorine contact chamber, finished water transfer pump station, concrete 1.0 MG reclaimed water ground storage tank, plant drain pump station, site access gravel road and stormwater pond, precast concrete buildings & associated site improvements.	\$ 10,094,069.97									
06/2017 - 07/2018	2017	1219	VALOR BLVD. REUSE STORAGE TANK & P.S. - Daytona Installation of one 2.5 million gallon reuse ground storage tank, instrumentation, electrical, valves, fittings, surface restoration and appurtenances.	\$ 3,744,885.33									
12/2016 - 09/2017	2016	2161	SOUTHERN WELL FIELD EXPANSION: EQUIP 5 WELLS AND NEW RAW WATER MAIN - PHASE 2 - Palm Coast Install approx. 2160' of 12" 5' of 6" and 1170' of 6" raw water main. Also incl. 6 directional drills, valves, connections and the equipping of 5 potable water supply wells.	\$ 1,364,878.28									
11/2016 - 06/2017	2017	1218	UNCSB LIFT STATION #2 UPGRADES - New Smyrna Replace 3 10HP pumps with 75HP pumps, incl. electrical, mechanical, structural work. Also incl. replacement of piping and valves inside the dry pit and constructing a new permanent bypass vault with new piping & valves outside dry pit.	\$ 601,602.40									
09/2016 - 11/2016	2016	1217	HOLLY HILL LIFT STATION #12 REHAB - Holly Hill Removal of existing 12" raw water line and its appurtenances and installation of a new 12" raw water line with associated piping, valves, connections and instrumentation. Demolition of existing pumps, piping and valves to abandon pump can. Installation of two new submersible pumps, wet well upgrades, top slab, piping, valves & valve vaults.	\$ 211,872.76									
01/2017 - 02/2017	2016	1216	LAUREL CREEK STORMWATER PUMP STATION - Ormond Beach Installation of variable frequency drives for two existing stormwater pumps, installation of a new control panel with level sensing and level control, upgrading the remote telemetry unit to allow for remote monitoring and control, and the installation of an Owner furnished emergency power generator with fuel tank and enclosure.	\$ 199,000.00									
02/2017	2016	1215	LIME SILO DUST ARRESTOR - Ormond Beach Installation of a dust arrestor on existing lime silo and the City's water treatment plant and rehab existing building over time also roof.	\$ 188,000.00									

EXPERIENCE - SIMILAR WORK

McMAHAN CONSTRUCTION CO., INC. RECENT CONTRACT HISTORY					Plant Division	
Year	Job #	Name/Description	Contract Amount	Owner Contact/Phone #	Engineer Contact/Phone #	
2016	1215	LIME SILO DUST ARRESTOR	\$ 188,000.00	CITY OF ORMOND BEACH 22 S Beach St., Suite 104, Ormond Beach, FL 32174 Chris Hyle (386) 676-3223	QUENTIN L. HAMPTON & ASSOCIATES, INC. 4401 Eastport Park Way, Port Orange, FL 32127 Kevin Lee, P.E. (386) 761-6810	
2016	1216	LAUREL CREEK STORMWATER PUMP STATION	\$ 199,000.00	CITY OF ORMOND BEACH 22 S Beach St., Suite 104, Ormond Beach, FL 32174 Shawn Finley, P.E. (386) 615-7949	QUENTIN L. HAMPTON & ASSOCIATES, INC. 4401 Eastport Park Way, Port Orange, FL 32127 Brad Blins, P.E. (386) 761-6810	
2016	1217	HOLLY HILL LIFT STATION #12 REHAB	\$ 211,672.76	CITY OF HOLLY HILL 453 Unga Blvd., Holly Hill, FL 32117 Walt Sawyer, Deputy Public Works Director (386) 248-9463	QUENTIN L. HAMPTON & ASSOCIATES, INC. 4401 Eastport Park Way, Port Orange, FL 32127 Kevin Lee, P.E. (386) 761-6810	
2016	1218	LIFT STATION #2 UPGRADES	\$ 601,602.40	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32108 Dana Hale, P.E. (386) 424-3037	HERS ENGINEERING 5775 Trinquara Rd., Jacksonville, FL 32210 Eric Shultz, P.E. (307) 777-3089	
2016	2161	SOUTHERN WELL FIELD EXPANSION EQUIP 3 WELLS AND NEW RAW WATER MAIN, PHASE 2 - Palm Coast	\$ 1,364,878.28	CITY OF PALM COAST 160 Lake Ave., Palm Coast, FL 32164 Marty Kronenberg (386) 986-2306	MCKIM & CREED 160 Cypress Point Pkwy., Suite C214, Palm Coast, FL 32164 Scott Spomer, P.E. (386) 274-2828	
2017	1219	VALOR BLVD REUSE STORAGE TANK & P.S. - Daytona	\$ 3,744,885.33	CITY OF DAYTONA BEACH 301 S. Redwood Ave., Daytona Beach, FL 32114 Nicolle Lloyd (386) 671-8813 / lloydnicolle@gmail.com	MCKIM & CREED 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 Mark Ralph, P.E. (386) 274-2828 / (386) 274-1393	
2017	1220	ALEXANDER AVE RECLAIMED WATER AUGMENTATION FACILITY - Deltona	\$ 10,094,869.97	CITY OF DELTONA 2343 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax	TEIRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Russell Slush, P.E. (407) 839-3955 / (407) 839-3790 Fax	
2018	1222	FLAGLER BEACH WELL #12R (we are sub to Connect Consulting)	\$ 114,000.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffith, Civil Engineer (386) 517-2000 st. 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Kevin Lee, P.E. (386) 761-6810 / (386) 761-3977 Fax	
2018	1223	DELTONA NORTH WTP IMP	\$ 1,981,998.00	COUNTY OF VOLUSIA 123 West Indiana Ave., Deland, FL 32720 Scott Myers (386) 943-7027	CJM SMITH 101 Southhill Lane, Suite 200, Maitland, FL 32751 David Pratt (407) 666-2332	
2018	1224	ATC Campus Thermal Energy Storage (TES) Tank & Site Work - Daytona State College	\$ 172,256.00	DAYTONA STATE COLLEGE 1200 W International Speedway Blvd., Building 5, Daytona Beach, FL 32114 (386) 586-3059	SCM Engineering, Inc. 935 Lake Baldwin Lane, Orlando, FL 32814 (407) 767-5188 / (407) 767-5772 Fax	
2019	1225	DELTONA LAKES WWTP DIAPHRAGM REPLACEMENT	\$ 69,985.00	CITY OF DELTONA 2343 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blins, P.E. (386) 761-6810 / (386) 761-3977 Fax head.blins@meadhunt.com	
2019	1226	BREAKAWAY TRAILS GROUND STORAGE TANK & PUMP STATION - Ormond	\$ 2,912,000.00	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 Shawn Finley (386) 615-7949 / Fax (386) 676-3321	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blins, P.E. (386) 761-6810 / Fax (386) 761-3977	
2019	1227	FLAGLER BEACH WWTP IMP PHASE III - Flagler Beach	\$ 444,000.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffith, Civil Engineer (386) 517-2000 st. 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blins, P.E. (386) 761-6810 / (386) 761-3977 Fax	
2019	1228	WTP CHEMICAL FEED SYSTEM UPGRADES - Ormond	\$ 46,916.00	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 George Lavatelli, P.E. (386) 676-3384 / (386) 676-3294 Fax	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 George Lavatelli, P.E. (386) 676-3384 / (386) 676-3294 Fax	
2019	1229	WRF IMPROVEMENTS - Casselberry	\$ 1,528,130.00	CITY OF CASSELBERRY 95 Triple Lake Drive, Casselberry, FL 32707 Tara Lammertsen, P.E. (407) 262-7700 Ext. 1238 / (407) 262-7762 Fax	HAZEN AND SAWYER 919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814 Frederick R. Holmes, P.E. (407) 367-2626 / (407) 367-2627 Fax	
2020	1230	WELL NO. 48 OUTFITTING AT MAGDALENA WTP NO 16 - Deltona	\$ 596,000.00	CITY OF DELTONA 2343 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax	TEIRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Robert Smith, P.E. (407) 839-3955 / (407) 839-3790 Fax	

5.1.b

McMAHAN CONSTRUCTION CO., INC. RECENT CONTRACT HISTORY Plant Division						
Year	Job #	Name/Description	Contract Amount	Owner	Contact/Phone #	Engineer
2013	1197	MOUNT DORA EASTERN WTP	\$ 4,246,488.00	CITY OF MOUNT DORA	1250 N. Highland St., Mount Dora, FL 32757	BESH
				Paul Lahr, P.E. (352) 735-7155		902 N. Sinclair Ave., Tavares, FL 32778
						Rob Em, P.E. (352) 343-8881
2013	1198	SWWRF FILTER REPLACEMENT	\$ 1,018,980.00	VOLUSIA COUNTY	123 W. Indiana Ave., Deland, FL 32720	CYPH ENGINEERS, INC.
				Scott Mays (386) 943-7027		1117 E. Robinson St., Orlando, FL 32801
						Sieve Romano, P.E. (407) 322-6841
2013	1199	APOPKA PLYMOUTH WELL #4	\$ 113,000.00	CITY OF APOPKA	748 E. Cleveland St., Apopka, FL 32703	AECOM
				Bob Elmquist (407) 703-1731		150 N. Orange Ave., Suite 200, Orlando, FL 32801
						Scott Lee (407) 843-6552
2014	1200	DELAND INFLUENT PUMP REPLACEMENT	\$ 276,234.44	CITY OF DELAND	1102 S. Garfield Ave., Deland, FL 32724	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Keith Riger (386) 626-7197		4401 Eastport Park Way, Port Orange, FL 32127
						Brad Bliss, P.E. (386) 761-6810
2014	1201	GLEN ABBEY WTP WELL REPLACEMENT	\$ 282,930.95	VOLUSIA COUNTY	123 W. Indiana Ave., Deland, FL 32720	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Scott Mays (386) 943-7027		4401 Eastport Park Way, Port Orange, FL 32127
						Brad Bliss, P.E. (386) 761-6810
2014	1202	HOLLY HILL WTP IMPROVEMENTS	\$ 141,834.30	CITY OF HOLLY HILL	453 LPGA Blvd., Holly Hill, FL 32117	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Robert Kasprack (386) 248-9463		4401 Eastport Park Way, Port Orange, FL 32127
						Kevin Lee, P.E. (386) 761-6810
2014	1203	SWWRF CLARIFIER REHABILITATION	\$ 364,226.50	VOLUSIA COUNTY	123 W. Indiana Ave., Deland, FL 32720	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Scott Mays (386) 943-7027		4401 Eastport Park Way, Port Orange, FL 32127
						Kevin Lee, P.E. (386) 761-6810
2014	1204	DSC THERMAL STORAGE TANK	\$ 203,700.00	DAYTONA STATE COLLEGE	10199 Southside Blvd., Suite 103, Jacksonville, FL 32256	POND & COMPANY
				Bret Nielson (386) 506-3125		Robert Salsman (904) 541-0400
2014	1205	LDS YOUTH & FAMILY CAMP	\$ 307,500.00	CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	4823 N. Royal Atlanta Dr., Suite D, Tucker, GA 30084-3894	CYPH ENGINEERS, INC.
				Rick Piacente (239) 707-2344		500 W. Fulton St., Sanford, FL 32771
						Allen Lane, P.E. (407) 322-6841
2014	1206	LONGWOOD WTP NO. 2 WELL & ELECTRICAL	\$ 368,940.00	CITY OF LONGWOOD	175 W. Warren Ave., Longwood, FL 32750	BARNES, FERLAND & ASSOCIATES, INC.
				Richard Kombuh, (407) 263-2388		1230 Hillcrest St., Orlando, FL 32803
						Willie Thomas, P.E. (407) 896-8608
2014	1207	DELTONA NORTH WTP WELL #3R	\$ 180,633.00	VOLUSIA COUNTY	123 W. Indiana Ave., Deland, FL 32720	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Scott Mays (386) 943-7027		4401 Eastport Park Way, Port Orange, FL 32127
						Brad Bliss (386) 761-6810
2014	1208	DUNES WTP EXPANSION	\$ 1,115,916.02	DUNES COMMUNITY DEVELOPMENT DISTRICT	5000 Palm Coast Parkway SE, Palm Coast, FL 32137	McKIM & CREED, INC.
				Timothy Sheehan (386) 445-9045		139 Executive Circle, Suite 201, Daytona Beach, FL 32114
						Scott Sprenger, P.E. (386) 274-2828
2014	1209	BATES AVE. WWTP HEADWORKS	\$ 234,000.00	CITY OF ELUSTIS	10 N. Grove St., Eustis, FL 32727	TETRA TECH
				Tacy Jeanes (352) 483-5475		201 E. Pine St., Suite 1000, Orlando, FL 32801
						John Toomey, P.E. (407) 830-3955
2014	1210	ALEXANDER AVE. STORAGE TANK	\$ 2,389,380.00	CITY OF DELTONA	255 Enterprise Rd., Deltona, FL 32725	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Mario Chavez, City Engineer (386) 878-8998		4401 Eastport Park Way, Port Orange, FL 32127
						Brad Bliss (386) 761-6810
2015	1211	WILLIAMSON BLVD. REGIONAL L.S.	\$ 1,351,942.00	CITY OF PORT ORANGE	1000 City Center Circle, Port Orange, FL 32129	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Pat Marsh (386) 506-5750		4401 Eastport Park Way, Port Orange, FL 32127
						Brad Bliss (386) 761-6810
2015	1212	FLAGLER BEACH WWTP IMP.	\$ 266,851.00	CITY OF FLAGLER BEACH	105 S. Second St., Flagler Beach, FL 32136	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Robert Smith (386) 517-2000		4401 Eastport Park Way, Port Orange, FL 32127
						Kevin Lee, P.E. (386) 761-6810
2016	1213	WILEY NASH WRF IMPROVEMENTS	\$ 582,864.74	CITY OF DELAND	1102 S. Garfield Ave., Deland, FL 32724	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Keith Riger, P.E. (386) 626-7197		4401 Eastport Park Way, Port Orange, FL 32127
						Brad Bliss, P.E. (386) 761-6810
2016	1214	RECLAIMED WATER AUGMENTATION	\$ 1,052,357.46	CITY OF DELAND	1102 S. Garfield Ave., Deland, FL 32724	QUENTIN L. HAMPTON & ASSOCIATES, INC.
				Keith Riger, P.E. (386) 626-7197		4401 Eastport Park Way, Port Orange, FL 32127
						Andrew Giamini, P.E. (386) 761-6810

ORIGINAL

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID NO. WW-20-04
(To be completed in Duplicate)**

Bidder's Name: Boromei Construction, Inc

Submitted: July 7th, 20

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs

to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

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

The undersigned offers to furnish all materials, equipment and labor for construction of "**WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT**", for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One hundred eleven thousand two hundred dollars
Dollars

(In Words)

\$ 111,200.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

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

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00 ✓
 Statement of Bidder's Qualifications: 00 32 00 ✓
 Listing of Subcontractors: Section 00 33 00 ✓
 Listing of Previous Experience: Section 00 33 10 ✓
 Bid Bond: Section 00 41 00 ✓
 Public Entity Crimes Statement: Section 00 47 00 ✓
 Anti-Collusion Statement: Section 00 48 00 ✓
 Drug Free/Tie Preference Statement: Section 00 48 50 ✓
 Compliance with the Public Records Law: Section 00 48 60 ✓
 W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70 ✓
 Trench Safety Affidavit: Section 00 49 00 ✓
 Certificate as to Corporate Principal: Section 00 62 00 ✓
 City of Holly Hill Insurance Requirements: Section 00 80 00A ✓

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

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

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

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

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

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

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

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

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

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

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

NONE

Category II - Major Equipment Items:

NONE

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____


 Name (signature) 7/7/20
 Date

Danny Boromei
 Name (typed and printed)

President
 Title

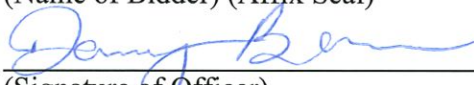
ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. <u>1</u>	Dated: <u>6/22/20</u>	Addendum No. _____	Dated: _____
Addendum No. <u>2</u>	Dated: <u>6/30/20</u>	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the NA Bank of NA or Bid Bond for the sum of 5% of total Dollars (\$5560.00), made payable to The City of Holly Hill (Owner).

Boromei Construction, Inc
(Name of Bidder) (Affix Seal)


(Signature of Officer)

President
(Title of Officer)

Boromei Construction, Inc
Name of Bidder

420B NW 3rd Street
Address

Okeechobee, FL 34972
City/State/Zip

863-623-4314
Telephone

CGC1508299
Contractor's Florida License Number

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

Danny Boromei, President

END OF SECTION

CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID# WW-20-04

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Preconstruction Video	1	LS		2,500
2	Demolition	1	LS		20,000
3	Sludge Holding Tank Walkway Replacement	1	LS		75,000
4	Permits and Allowances	1	LS	\$10,000.00	10,000
5	As-Built Plans	1	LS		2500
6	Restoration	1	LS		1,200
				BID TOTAL	111,200

Submitted by: Boromei Construction, Inc
Contractor: Danny Boromei, President
Address: 420B NW 3rd Street, Okeechobee, FL 34972
Telephone: 863-623-4314 Fax: 863-623-4314
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: General Contractor License No: CGC1508299

Attachment: ITB WW-20-04 Boromei Construction (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WWW04)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. Boromei Construction, Inc
- B. Permanent main office address. 420B NW 3rd Street, Okeechobee, FL 34972
- C. When organized. August 2004
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 15 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
- G. General character of work performed by your company. Primarily in the area of water, waste water, and storm water pump station construction and Improvements.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
- K. List your major equipment See Attached.
- L. Experience in construction work similar in type to this project. See Attached
- M. Background and experience of the principal members of your organization, including the officers. See Attached
- N. Credit available: \$ Varies per scope of work
- O. Give bank reference: Centerstate Bank - Okeechobee Branch - Tabitha Trent (863)763-5573
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

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

Dated at _____ this 7th day of July, 2020.

Boromei Construction, Inc
Name of Bidder
By: *Danny Boromei*
Title President

State of Florida

County of Okeechobee

Danny Boromei being duly sworn deposes and says that
he is the President of Boromei Construction, Inc and that
the answers to the City of Holly Hill foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of July, 2020.

Kari Shorter

Notary Public

Kari Shorter

Notary Public (Print or Type)



My commission expires: _____

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
	N/A	1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/ COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	NCAC Water Slide Step Repair	Indian River County	Repairs to steps and platform to water slide. \$52,230.00	David Smith 772-581-7665 dsmith@ircgov.com	March 2018 - June 2018
2	Rehabilitation of WWTU #3	Cooper City	Replaced Catwalk \$329,644.00	Michael Bailey 954-434-5519 mbailey@coopercityfl.org	October 2014 - August 2015
3	Lime Softening Plant Rehabilitation Repair (2) Accelators	City of Dania Beach	Replacement of Catwalks \$840,393.00	Dominic Orlando 854-924-3740 dorlando@ci.dania-beach.fl.us	June 2013 - January 2014

END OF SECTION

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Boromei Construction, Inc. as Principal and
United States Fire Insurance Company of the City of Morristown State of New Jersey, a corporation
 existing under the laws of the State of Delaware, as Surety, are held and firmly bound unto the
City of Holly Hill hereinafter called the Owner, in the sum of
Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid)
 lawful money of the United States of America, for the payment of which sum well and truly to be
 made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally,
 firmly by these presents.

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

WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of July, 2020, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

Witness

Address

Boromei Construction, Inc.

Corporate Principal

ATTEST:

Melissa Stone

Danny Boromei

President AFFIX
CORPORATE SEAL

420B NW 3rd Street

Okeechobee, FL 34972

Address

By [Signature]

AFFIX
CORPORATE SEAL

United States Fire Insurance Company

Corporate Surety

ATTEST:

[Signature]
Dania Banks

[Signature]
Title Charles J. Nielson
Attorney In Fact

END OF SECTION

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of July 20²⁰

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. WW-20-04 for
The City of Holly Hill.

This sworn statement is submitted by Boromei Construction, Inc whose business address is 420B NW 3rd Street, Okeechobee, FL 34972 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1321621. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Danny Boromei any my relationship to the entity named above is
President.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

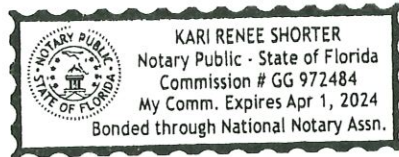
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) *Danny Boromei* Date: 7/7/20

State of Florida County of Okeechobee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Danny Boromei
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
7th day of July, 2020



Kari Shorter

Notary Public

My Commission Expires:

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: Boromei Construction, Inc

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

TITLE: President

ADDRESS: 420B NW 3rd Street

CITY AND STATE: Okeechobee, FL 34972

TELEPHONE: 863-623-4314

COMPLETION TIME: 150/180 days

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

NO BID (REASON) _____

END OF SECTION

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

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

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

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

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



VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # WW-20-04

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.

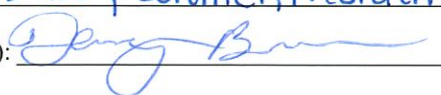
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

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: Boromei Construction, Inc
 Authorized representative (printed): Danny Boromei, President
 Authorized representative (signature): 
 Date: 7/7/20

END OF SECTION

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. Boromei Construction, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	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.)
☐ 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) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 420-B NW 3rd Street	Requester's name and address (optional)
6 City, state, and ZIP code Okeechobee, FL 34972	
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									
2	0	-	1	3	2	1	6	2	1

Part II Certification

Under penalties of perjury, I certify that:

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

Melina Stone, Secretary Date ▶ 3/19/2020

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.

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Melissa Stone
Melissa Stone, Secretary

7/7/20
Date

AFFIX CORPORATE SEAL

END OF SECTION

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

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

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL
- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.
- B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:
- \$2,000,000 General Aggregate
 - \$1,000,000 Products - Completed Operations Aggregate
 - \$1,000,000 Personal and Advertisement Injury
 - \$1,000,000 Each Occurrence
 - \$ 100,000 Fire Damage
- C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:
- (1) Owned Automobiles
 - (2) Hired Automobiles
 - (3) Non-owned Automobiles
 - (4) Employee Non-ownership

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

III. **PROPERTY INSURANCE**

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

- A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.
- (1) Maximum Deductible - \$5,000 each claim
 - (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of

the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

- (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
- (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

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

- (1) "All Risk" coverage to include transit and installation.
- (2) Amount of Insurance - 100% of installed replacement cost value
- (3) Maximum Deductible - \$5,000 each claim.
- (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
- (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
- (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

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

- A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
- C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

- VII.** The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VIII.** A Waiver of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u>X</u>	<u>General Liability</u>	<u>Minimum Limits Required</u>	
<u>X</u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u>X</u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
—	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
—	_____	\$ <u>1,000,000</u>	Each Occurrence
—	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u>X</u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>	<u>Statutory</u>	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
—	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	* Occurrence (Y/N): _____		
	* Defense included in Limits (Y/N): _____		
<u>X</u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)	<i>will be obtained upon award.</i>	
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
—	<u>Other</u>		
	_____	\$	
	_____	\$	
<u>X</u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u>X</u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u>X</u>	Certificates must identify bid number and bid title.		
<u>X</u>	A Waiver of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Danny Boromei

Danny Boromei, President

7/7/20

Date



LIST OF CURRENT PROJECTS

Project Name and Owner	Description	Contact	Total Contract Value	Anticipated Completion Date	Architect/Engineer	Percentage Completed
RWPF BLEACH STRUCTURE City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145	Construction of the RWPF bleach structure including, but not limited to: fabricate, provide, and install columns and floors, roof system, foundation, slab, pads, and structurefill, flashing and trim, plumbing/electrical, coatings and finishes, and all safety related equipment.	Sonia Iszler 239-389-3963	\$180,125.00	Jul-20	The Weiler Engineering Corporation 201 W. Marion Ave Punta Gorda, FL 33950	60%
FURNISH & INSTALL PRE-FABRICATED RESTROOMS City of Mount Dora 1501 Robie Ave Mount Dora, FL 32757	Furnish and Install a Pre-fabricated restroom.	Marilyn Douglas 352-735-7176	\$117,195.00	Jul-20	None	80%
BONNIE BROOK PUMP STATION RETROFIT Orange County 400 E. South Street Orlando, FL 32801	This project consists of modifying the wet well structure to construct floor and wall corner fillets, a splitter wall, anti-rotation baffles, floor splitters, suction umbrellas and to modify pump float elevations. All work will be within the existing County easements and Rights-of-Way. No work is permitted within the existing wetland west of the Bonnie Brook subdivision.	Daniel Negron 407-836-7743	\$ 206,745.00	Jun-20	Geosyntec 1151 E. State Rd 434 Winter Springs, FL	95%
PICKLEBALL COURT CONSTRUCTION City of Coral Springs 9500 West Sample Rd. Coral Springs, FL 33065	Construct four (4) new pickleball courts	Justin Ellis 954-344-1839	\$ 99,345.00	Aug-20	None	25%
CREW SIDING REPLACEMENT Florida Fish & Wildlife 620 S. Meridian Stree Tallahassee, FL 32399	Remove and replace all siding and deck board from a 3 story house. Repaint all stairs, handrails, and pickets including pressure wash, prime, and paint. Replace all Vinyl soffits.	Cyndi Volz 352-685-6195	\$107,738.00	Aug-20	None	10%
Lift Stations #21 & #24 Bypass Pump Improvements City of Clewiston 115 West Ventura Clewiston, FL 33440	Installation of a diesel bypass pump at two separate lift stations located in the city of clewiston. Work included but not limited to, the replacement and installation of associated suction and discharge piping and valves, concrete support pads and restoration.	Kathy Combass 863-983-1484	\$118,460.00	TBD	Johnson Engineering, Inc	0%



Completed Projects

Project Name: WWTP Electrical Room Hardening

Owner: City of Stuart

121 SW Flagler Avenue
Stuart, FL 34994

Contact: Marc Rogolino

Phone: 772-221-4700

Email: mrogolino@ci.stuart.fl.us

Engineer: Kimley-Horn & Associates

1920 Wekiva Way, Ste 200
West Palm Beach, FL
561-845-0665

Description: Replace the existing maintenance metal building roof panels, construct additional roof purlins and cross bracing over the existing maintenance area; Construct new concrete masonry structure (CMU) around existing electrical building, including footings, slabs, beams, including doors, pre-stressed concrete roof deck, interior CMU walls, and hip roof; Temporarily remove and relocate the existing HVAC air condensing unit and air handling unit to facilitate building improvements. Contractor is responsible for providing all temporary connections, ductwork, and necessary appurtenances to maintain continuous HVAC service throughout construction.

Percent Completed by BCI: 60%

Contract Date: November 2019

Contract Amount: \$442,698.00

Change Orders: \$25,459.61

Final Contract: \$468,157.61

Completion: May 2020

Project Name: San Lucie Basin 2B Construction of Driveways

Owner: St. Lucie County

2300 Virginia Avenue
Fort Pierce, FL 34982

Contact: Patrick Dayan

Phone: 772-462-2767

Email: Dayanp@stlucieco.org

Engineer: Engineering Design & Construction, Inc

1934 Tucker Court
Ft. Pierce, FL 34950
772-462-2455

Description: Furnish and install 82 driveway aprons to the existing homeowner driveways to the roadway. Each one was approximately 300 SF.

Percent completed by BCI: 40%

Contract Date: October 2019

Contract Amount: \$295,768.33

Change Orders: \$0.00

Final Contract: \$295,768.33

Completion: April 2020

Project Name: Softball Dugout Renovations

Owner: Charlotte County

18500 Murdock Circle, Suite 344

Charlotte County, FL 33948

Contact: Lacey Solomon

Phone: 941-613-3238

Email: lacey.solomon@charlottecountyfl.gov

Engineer: C. Alan Anderson Architect, P.A.

3908 Midland Rd

Sarasota, FL 34231

941-929-0329

Description: This project consisted of demolition and new construction, including installation of sun-shades, dugouts and electrical rooms at three (3) softball fields located at Harold Avenue Park.

Percent completed by BCI: 35%

Contract Date: June 2019

Contract Amount: \$240,286

Change Orders: \$4,643.97

Final Contract: \$244,929.97

Completion: January 2020

Project Name: Purchasing Warehouse Pipe Storage Facility

Owner: Toho Water Authority

1628 S. John Young Parkway

Kissimmee, FL 34741

Contact: Bartt Booz

Phone: 407-710-2214

Email: bartt.booz@wright-pierce.com

Engineer: Wright Pierce

601 S. Lake Destiny Rd

Maitland, FL 32751

407-747-9935

Description: Furnish and erect a prefabricated building along with associated site work.

Percent completed by BCI: 75%

Contract Date: July 2019

Contract Amount: \$237,600

Change Orders: (\$100.00)
Final Contract: \$237,500
Completion: December 2019

Project Name: Torry Island Campground Sanitary Sewer Improvements

Owner: City of Belle Glade
 110 Drive, Martin Luthur King Jr. Blvd
 Belle Glade, Florida

Engineer: Craig A. Smith & Associates
 7777 Glades Rd Ste. 410
 Boca Raton, FL 33434

Contact: Jim Orth

Phone: 561-314-4445 x215

Email: jorth@craigasmith.com

Description: Install Approximately 1800 LF of 8" PVC sanitary sewer main, 10 manholes, 128 4" PVC Sanitary laterals and 140 LF 2" PVC force main to serve a campground Facility.

Percent completed by BCI: 60%

Contract Date: September 2018

Contract Amount: \$1,550,446.00

Change Orders: \$80,185.25

Final Contract: \$1,630,631.25

Completion: May 2019

Project Name: Wauchula Hills WWTP

Owner: Hardee County Purchasing Dept.
 205 Hanchey Road
 Wauchula, FL 33873

Engineer: Craig A. Smith & Associates
 7777 Glades Rd Ste. 410
 Boca Raton, FL 33434

Contact: Greg Giarratana

Phone: 561.314.4445

Email: ggiarratana@craigasmith.com

Description: Installation of (1) one headworks influent bar screen, one small dumpster concrete slab with 6-inch gravity sewer drain line that connects into the sites existing sewer collection system and one large concrete slab with a 6-inch diameter drain line that connects into the onsite gravity sewer collection system.

Percent completed by BCI: 80%

Contract Date: August 2018

Contract Amount: \$314,962

Change Orders: \$17,374

Final Contract: 332,336

Completion: February 2019

Project Name: Clewiston Police Department Renovation

Owner: City of Clewiston
300 South Berner Road
Clewiston, Florida

Contact: Aaron Angel

Phone: (863) 983-1474

Email: aaron.angell@clewiston-fl.gov

Engineer: CPZ Architects, Inc
4316 W. Broward Blvd
Plantation, FL 33317
954-792-8525

Description: Renovations of an existing one-story concrete block, 5,680 square feet at 300 South Berner Road, Clewiston, Florida.

Percent completed by BCI: 60%

Contract Date: July 2018

Contract Amount: \$414,161

Change Orders: \$29,972.57

Final Contract: \$444,133.57

Completion: March 2019

Project Name: Okeechobee City Hall Door Replacement

Owner: City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

Contact: Patty Burnette

Phone: 863-763-3372

Email: pburnette@cityofokeechobee.com

Engineer: None

Description: Replaced five (5) existing exterior doors and one (1) double exterior with side lights and transom at City Hall.

Percent completed by BCI: 50%

Contract Date: August 2018

Contract Amount: \$35,865

Change Orders: \$0

Final Contract: \$35,865

Completion: December 2018



Similar Projects

Project Name: NCAC Water Slide Step Repair

Owner: Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Contact: David Smith

Phone: 772-581-7665

Email: dsmith@ircgov.com

Description: Project consisted of removal of the existing guardrail for reuse, removal of the existing stairs, the mid-landing and existing decking on upper landing, Installed new hot dip galvanized stairs with open bar gate treads and solid kick plates, Installed new decks with galvanized open bar grate, Removed blue aquatic matting and replaced with new (blue) on steps and decks, and Reinstalled existing guardrail.

Contract Date: March 2018

Contract Amount: \$52,230.00

Final Contract: \$52,230.00

Completion: June 2018

Project Name: Rehabilitation of WWTU #3

Location: Cooper City, FL

Owner: City of Cooper City

11791 SW 49th Street

Cooper City, FL 33329

Contact: Michael Bailey, Director of Utilities

Phone: 954.434.5519

Email: mbailey@coopercityfl.org

Description: Replace air header and catwalk, Replace all weirs with new aluminum weirs, Replace bar screens with new stainless, install new scum through, Install two new skimmer arms.

Original Contract: 329,644.00

Final Contract: 329,644.00

Completion: August 2015

Project Name: Lime Softening Plant Rehabilitation – Repair (2) Accelerators

Location: Water Treatment Plant

1201 Stirling Road

Dania Beach, FL 33004

Superintendent: Michael "Mickey" Bartlett

Owner: City of Dania Beach

100 West Dania Beach Blvd.

Dania Beach, FL 33004

Contact: Dominic Orlando, P.E.

Phone: (954) 924-3740

Email: dorlando@ci.dania-beach.fl.us

Engineer: Fred Bloetscher, P.E.

Public Utility Management & Planning Services, Inc.

Hollywood, FL 33022-1890

Phone: (239) 250-2423

Description: Accelerator repairs, replacement of catwalks, steel structures, motors and appurtenances.

Contract: \$840,393.00

Completion: January, 2014



Equipment List

Year Make and Model

2007 Wacker Compactor DPU6055/Plate Tamp

2011 Wacker Compactor BPU4045A/Plate Tamp

2010 Wacker Compactor BPU3050A/Plate Tamp

2004 Kubota Mini Excavator

2016 Kubota Mini Excavator

2007 Bobcat T250 Skid Loader

2000 John Deere 444 Loader

2011 Doosan RX264H Jumping Jack

7 Foot Six Way Dozer Blade



DANNY BOROMEI, President/ Project Manager

PROFESSIONAL LICENSES AND REGISTRATIONS

Certified General Contractor,
State of Florida, CGC 1508299

State of Florida Department of
Environmental Protection Qualified
Stormwater Management Inspector
Number: 20834

EDUCATION

High School Diploma Year Earned:
1985

Naval Aviation Academy Year
Earned: 1993

Continuing Education Courses in
Construction Industry Safety and
Management

CERTIFICATIONS

30-Hour OSHA Hazard Recognition
Training for the Construction Industry
– 2015

10-Hour OSHA Construction Safety
& Health

TECHNICAL COURSES

Florida Stormwater Regulations for
Contractors

Project Management Workshops

YEARS EXPERIENCE 25+

TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pad with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Okeechobee County Score Tower and Dugouts – Vice President/Project Manager
Replace metal roofs on score tower and eight dugouts. Completed in December 2018.
- Little League Concession Stand – Vice President. Demolish and reconstruct a two story concession stand including electric, plumbing, framing, roofing and siding
Completed in November 2017.
- Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.
- Douglas Brown Community Center Lift Station Improvements – Project Manager
Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.
- St. Lucie County Administration Building Drainage Connections – Project Manager
Drainage improvements including remove and dispose of existing outlets and concrete installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.
- Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.
- Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.
- Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of new boardwalk and landscaping.
- PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.
- Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager
Upgrades to an Alum Treatment System including replacement of existing flow meters, control panels and pumps and included telemetry devices to convey flow rate wirelessly. Completed: March 2014
- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items
Project included construction of pervious parking, sidewalks, permeable pavers clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage
Completed: February, 2014.

- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.
- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.
- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.
- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.
- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.
- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025 gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.
- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.
- Indian River Estates Storm water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.

- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida - Project Manager. Installation of six alum injection pumps, tank and prefab building and associated site work. Completed: August 2008.
- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

RFP WW-20-04**Sludge Holding Tank Walkway Replacement****Addendum 1****To All Plan Holders:**

The following changes, clarifications and additions are hereby made part of the RFP WW-20-04 for the

Sludge Holding Tank Walkway Replacement

as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

Questions & Answers

1) Do you anticipate extending the bid due date?

No extension

2) What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

No additional information will be posted beyond the bid document

3) Was this bid posted to the nationwide free bid notification website at www.MyGovWatch.com/free?

No

4) Other than your own website, where was this bid posted?

It was posted on myvendorlink.com

Signature acknowledges receipt and understanding of this addendum.

 _____
Name/Title

Danny Boromei, President

6/22/20

Date



Addendum #2

Project Name:	Sludge Holding Tank Walkway	Client:	Holly Hill
Project Location:	Holly Hill	Client Representative:	Antoine Khurey, P.E.
Project Number:	1000710-191463.01	Mead & Hunt, Inc. Manager:	Kevin Lee, P.E.
Date:	June 30, 2020	Mead & Hunt Inc. Phone:	(386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

I. GENERAL

1. Payment and Performance Bond is not required for this project.
 - a. Section 00 64 00 Combination Payment and Performance Bond for Public Construction is removed from the specifications

QUESTIONS

2. Can you provide the estimate for this project, please?

Answer: Engineer's estimate of construction cost is \$75,000

3. Please confirm the coating system for the steel bridge?

Answer: The steel bridge shall be hot dipped galvanized

4. Is the intent of the plans/specs for the steel bridge structure to arrive onsite hot dipped galvanized ready for the contractors installation?

Answer: Yes

5. The structural design of the bridge appears to be complete per the plans. The specs/plans call for a AISC Quality Certified Fabricator to manufacture the bridge. We usually see this requirement on

FDOT & Heavy Bridge construction projects. Typically this eliminates many smaller fabricators from doing this work. With the structural design complete, is the AISC designation required?

Answer: The AISC Certification is not required on this project.

END OF ADDENDUM

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



Danny Boromei, President



**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID NO. WW-20-04
(To be completed in Duplicate)**

Bidder's Name: E&D Contracting Services, Inc.

Submitted: July 6, 20

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs

to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

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

The undersigned offers to furnish all materials, equipment and labor for construction of **"WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT"**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Ninety Nine Thousand One Hundred Ninety Seven

Dollars

(In Words)

\$ 99,197.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

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

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00 ✓
 Statement of Bidder's Qualifications: 00 32 00 ✓
 Listing of Subcontractors: Section 00 33 00 ✓
 Listing of Previous Experience: Section 00 33 10 ✓
 Bid Bond: Section 00 41 00 ✓
 Public Entity Crimes Statement: Section 00 47 00 ✓
 Anti-Collusion Statement: Section 00 48 00 ✓
 Drug Free/Tie Preference Statement: Section 00 48 50 ✓
 Compliance with the Public Records Law: Section 00 48 60 ✓
 W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70 ✓
 Trench Safety Affidavit: Section 00 49 00 ✓
 Certificate as to Corporate Principal: Section 00 62 00 ✓
 City of Holly Hill Insurance Requirements: Section 00 80 00A ✓

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

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

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

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

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

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

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

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

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

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

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

NONE

Category II - Major Equipment Items:

NONE

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Name (signature)

Date

Name (typed and printed)

Title

July 6, 2020

James Dees

Vice President

Attachment: E&D Bid (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. <u>1</u>	Dated: <u>June 22, 2020</u>	Addendum No. _____	Dated: _____
Addendum No. <u>2</u>	Dated: <u>June 30, 2020</u>	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____ Bank of

Four thousand nine hundred sixty or Bid Bond for the sum of
5 Dollars (\$4,960.00),

made payable to City of Holly Hill (Owner).

E+D Contracting Services, Inc.
 (Name of Bidder) (Affix Seal)

 (Signature of Officer)

Vice President
 (Title of Officer)

E+D Contracting Services, Inc.
 Name of Bidder

2001 Mills B Lane Blvd.
 Address

Savannah, GA 31405
 City/State/Zip

912-234-5904
 Telephone

C6C1511869
 Contractor's Florida License Number

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

Ginger Dees, President 880 Kolic Helmy Rd. Guyton GA 315
James Dees, Vice President 880 Kolic Helmy Rd. Guyton GA 315

END OF SECTION

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. E&D Contracting Services, Inc.
- B. Permanent main office address. 2001 Mills B Lane Blvd. Savannah, GA 31303
- C. When organized. March 31, 2001
- D. If a corporation, where incorporated. GA
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 19
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. Civil Construction
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment See attached
- L. Experience in construction work similar in type to this project. See attached Reference list
- M. Background and experience of the principal members of your organization, including the officers. See attached Resumes
- N. Credit available: \$ 500,000.00
- O. Give bank reference: United Community Bank 21 Bull St. Savannah GA 912-234-6565
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

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

Dated at 11:43 AM this 6 day of July, 2020.

E+D Contracting Services, Inc
Name of Bidder

By: [Signature] Title Vice President

State of GA

County of Chatham

James Dees being duly sworn deposes and says that

he is the Vice President of E+D Contracting and that

the answers to the E+D Contracting Services, Inc. foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 6 day of July, 2020.

[Signature]
Notary Public

Rebekah Shepard
Notary Public (Print or Type)

My commission expires: March 17, 2024



STATUS OF CONTRACTS ON HAND

DATE: 22-May-20

Contractor: E&D Contracting Services, Inc.

Give full information about all of your Contracts with all agencies, public and private; whether in progress or awarded but not yet begun. Attach additional sheets if required.

1 PROJECTS LOCATION & DESCRIPTION	2 TOTAL OBLIGATIONS	3 SUBCONTRACTED TO OTHERS(-)	4 CONTRACT AMOUNT		5 PORTION OF NET COMPLETED (-)		6 NET UNCOMPLETED WORK UNDER CONTRACT
			NET OBLIGATIONS				
GDOT Cedar Grove Guardrail Installation	\$222,248	\$43,235	\$179,013		\$79,162	\$0	\$99,852
City of Camden Aeration Basin Rehab	\$85,500	\$0	\$85,500		\$0	\$0	\$85,500
City of Greenville Bridge Maintenance	\$183,960	\$85,800	\$98,160		\$0	\$0	\$98,160
Camp Blanding WWTP	\$780,079	\$375,635	\$404,444		\$141,555	\$26,038	\$262,889
Carwalk System Install, Lakeland, FL	\$194,020	\$166,320	\$27,700		\$38,121	\$30,555	\$35,189
NEESH Ground Storage Tank	\$151,310	\$78,000	\$73,310		\$30,555		\$114,945
Riverwalk Wharf Repairs	\$346,625	\$201,125	\$145,500		\$177,375		\$13,351
S. Thompson Bridge Repair	\$611,362	\$420,636	\$190,726		\$92,250		\$24,522
Old Phoenix Rd. Guardrail Replacement	\$237,987	\$121,215	\$116,772		\$41,936		\$4,147
Mohawk Park Improvements	\$109,083	\$63,000	\$46,083		\$565,486		\$543,311
McQueen's Trail - Phase III	\$2,107,832	\$999,035	\$1,108,797		\$134,751		\$52,403
Secondary Clarifier Collector & Carwalk Rehab	\$358,440	\$171,286	\$187,155		\$0		\$235,440
Jackson County Bridge Rehabilitation	\$335,194	\$99,754	\$235,440				\$1,571,370
TOTAL OF UNCOMPLETED WORK UNDER CONTRACT							

NOTE 1: Show total obligations in Column 2 if you are Prime Contractor, or your portion of a Joint Venture, or amount of your Contract if you are a Subcontractor.

NOTE 2: The Contractor may consolidate and list as a single item all contracts which individually do not exceed 2% of the Maximum Capacity Rating, and which, in the aggregate, total less than 20% of the Maximum Capacity Rating.

NOTE 3: If the award of this contract is contingent upon the reduction of charges against your Current Capacity by the dollar value of deferred work, indicate by asterisks all Contracts on which such deferrals will extend at least twelve (12) months from the date of this letting. Attach a detailed explanation of the circumstances.

Recent Projects Completed

E&D Contracting Services, Inc

(J)

Project: WRF Painting
Owner: City of Savannah
Address: 1400 President ST
Location: Savannah, 31404
Type of Work: Annual contract for Painting Various Structures at the City's WWTP's
Contract Price: \$309,690.00 Completed Price: \$309,690.00
Completion Date: Dec. 31, 2019
Contact: Jacelyn Crumley 912-651-6620 jcrumley@savannahga.gov

Project: Reactor Clarifier #2 Pipe Replacement
Owner: City of Cocoa
Address: 351 Shearer Blvd
Location: Cocoa, FL 32922
Type of Work: Remove and Replace 48" Valve including sidewalk installation
Contract Price: \$260,795.00 Completed Price: \$260,795.00
Completion Date: Feb 12, 2020
Contact: Kevin Joseph 321-433-8793 kjoseph@cocoafl.org

Project: Secondary Clarifier Collector Replacement
Owner: North Charleston Water and Sewer District
Address: 1000 Hebert St
Location: North Charleston, SC 29406
Type of Work: Removed and Replaced (2) Clarifier Mechanisms, Steel Catwalk Repairs, Blasting/Painting
Contract Price: \$324,640.00 Completed Price: \$415,915.00
Completion Date: June 5, 2020
Contact: Chad Mauer 843-764-3072 chad.maurer@ncsd.sc.gov

10A. PLANT AND EQUIPMENT (BOOK VALUE) USED IN OPERATION OF BUSINESS

Packet Pg. 117

NOTE: All Fixed Assets must be summarized at Book Value and show the depreciation charge-off for the items listed. Enter the total on the TOTAL \$ line on this page and line I(1a) of the balance sheet, page five of the Contractors' Financial Statement, DOT Form 477.

CURRENT WWTP/WTP REFERENCES

E&D COATINGS/E&D CONTRACTING SERVICES

Project: Surge Tank Rehabilitation
 Owner: City of Orange Park, FL
 Address: 700 Ash St.
 Location: Orange Park, FL 32073
 Type of Work: Steel Ring Repairs on Surge Tank, Blast and Coat Surge Tank, Installed New Grit Classifier, New Vacuum Pump System, and Clarifier Drive.
 Contract Price: \$358,663.00 Completed Price: \$377,228.00
 Completion Date: February 16, 2015
 Required Date: March 4, 2015
 Contact: Mike Kelter 904-338-4284

Project: Clarifier Rehabilitations at Various Locations
 Owner: The Villages, FL
 Address: 1071 Canal Street
 Location: The Villages, FL 32162
 Type of Work: Blast and Coat Submerged Metal, Installed New Skimmer Wiper Assembly, Install new ladders/handrails, install skum pump.
 Contract Price: \$191,815.00 Completed Price: \$194,615.00
 Completion Date: Sep 10, 2015
 Required Date: Sep 10, 2015
 Contact: Wayne Kornegay 352-751-3939

Project: Sterling Creek WWTP
 Owner: Bates Contractors and Engineers
 Address: Elbow Swamp Rd
 Location: Richmond Hill, GA
 Type of Work: Industrial Coatings for WWTP, Concrete Coatings for Interior of Basins.
 Contract Price: \$225,000.00 Completed Price: \$267,640.00
 Completion Date: December 2015
 Required Date: December 2015
 Contact: Mike Wiggins 229-254-5409

Project: Clearmont WRF 2 Steel Tank Refurbishment
Owner: City of Palm Bay, FL
Address: 120 Malabar Road SE
Location: Palm Bay, FL 32907
Type of Work: Steel Replacement on 2 Steel Tanks, Installed new Catwalk System, Installed New Weir Troughs, Blasted and Coated Tank Walls and Clarifier Equipment
Contract Price: \$1,117,647.00 **Final Price:** \$1,554,323.25
Completion Date: July 7, 2016
Contact: Bob Hinkel or Tim Bailey 321-952-3410
Bob.Hinkel@palmbayflorida.org

Project: Pace Island & Jennings Rd. WTP Storage Tank Rehab
Owner: Clay County Utility Authority
Address: 3176 Old Jennings Road
Location: Middleburg, FL 32068
Type of Work: Repair of (3) 500,000 gallon glass-fused-to-steel ground storage reservoirs.
Contract Price: \$217,934.00 **Completed Price:** \$230,434.00
Completion Date: April 25, 2017
Contact: Ken Fraser, P.E. 904-213-2408
KFraser@clayutility.org

Project: STA Fuel Tank Platforms
Owner: South Florida Water Management District
Address: 3301 Gun Club Road
Location: West Palm Beach, FL 24680
Type of Work: Installed New Steel Catwalk Systems at (9) different tank locations. Blast/Coated Steel Tanks. Applied Non-skid coating to steel and concrete tank tops. Installed New Grounding System for Tanks/Catwalks.
Contract Price: \$991,025.00 **Completed Price:** \$1,005,814.44
Completion Date: May 5, 2017
Contact: Eduardo Duran 561-682-6520
eduran@sfwmd.gov

Project: Golden Gate Clarifier Rehabilitation
Owner: Florida Governmental Utility Authority
Address: 280 Wekia Springs Rd Suite 2070
Location: Longwood, FL 32779
Type of Work: Rehabilitation to clarifier Unit 1 including: Concrete floor repairs/concrete patching, blasting/coating, steel repairs, skimmer arm and scraper repairs, and electrical upgrades
Contract Price: \$1,044,424.50 **Completed Price:** \$936,029.22
Completion Date: June 12, 2017
Contact: Robert Dixon PE 407-629-6900 x107
Doug Eckman PE 239-278-1992 x 102

Project: Little River WPCP Painting/Coating Project
Owner: Columbia County, GA
Address: 500 Faircloth Drive
Location: Evans, GA 30809
Type of Work: Painting/Coating Upgrades to Little River WPCP which included blasting/coating steel clarifier mechanisms, Concrete Repairs to Weir Troughs, Interior Office & Equipment Painting
Contract Price: \$311,260.00
Completion Date: Sep 29, 2017
Contact: Todd Self 864-391-1910 tself@gbtengineers.com

Project: Hardeeville WWTP
Owner: Beaufort Jasper Water Authority
Address: Church Drive
Location: Hardeeville, SC
Type of Work: Painting/Coating which included blasting/coating steel clarifier mechanisms, Joint Sealant, Painting of Interior Office, Equipment and Piping.
Contract Price: \$240,131.00
Completion Date: June 2018
Contact: Andrew Merritt 704-261-1154 amerritt@sucontractors.com

Project: WRF Painting
Owner: City of Savannah
Address: 1400 President ST
Location: Savannah, 31404
Type of Work: Annual contract for Painting Various Structures at the City's WWTP's
Contract Price: \$309,690.00 **Completed Price:** \$309,690.00
Completion Date: Dec. 31, 2020
Contact: Jacelyn Crumley 912-651-6620 jcrumley@savannahga.gov

Project: Reactor Clarifier #2 Pipe Replacement
Owner: City of Cocoa
Address: 351 Shearer Blvd
Location: Cocoa, FL 32922
Type of Work: Remove and Replace 48" Valve including sidewalk installation
Contract Price: \$260,795.00 **Completed Price:** \$260,795.00
Completion Date: Feb 12, 2020
Contact: Kevin Joseph 321-433-8793 kjoseph@cocoafl.org

Project: Secondary Clarifier Collector Replacement
Owner: North Charleston Water and Sewer District
Address: 1000 Hebert St
Location: North Charleston, SC 29406
Type of Work: Removed and Replaced (2) Clarifier Mechanisms, Steel Catwalk
Repairs, Blasting/Painting
Contract Price: \$324,640.00 **Completed Price:** \$415,915.00
Completion Date: June 5, 2020
Contact: Chad Mauer 843-764-3072 chad.maurer@ncsd.sc.gov

MICHAEL SHEPARD

2001 Mills B Lane Blvd
Savannah, GA 31405

EXPERIENCE:

2004 to Present

E & D COATINGS, INC. / E & D Contracting Services, Inc.

Project Manager: Manage and Supervise Industrial and Commercial Painting and Sandblasting Projects that include:

- Waterproofing
- Bridge Painting
- Floor and Concrete coating projects.
- Fuel Storage Tank Blasting/Painting
- Waste Water Treatment Facilities Protective Coatings
- Joint Sealants
- Traffic & Parking Lot Striping
- Lead Abatement
- Tank Linings

Project Manager: Manage and Supervise Civil Construction Projects that include:

- Clearing, Grading
- Drainage Improvements
- Installation of Storm Drain Piping, Drainage Structures for Water, Sewer, and Storm.
- Demolition Projects that include removing existing block buildings, concrete slabs, and driveways.
- Removal of existing pavement, curb & gutter, and drainage structures.
- Construction of streets (paving, curb & gutter, stripping, streets and traffic signage, pedestrian crossings, pavers, stamped concrete, sidewalks, rubberized jogging surfaces and bicycle paths.
- Installation of ADA devices.
- Installation of Traffic Signals
- Steel Tank Refurbishment Projects
- Bridge Rehabilitation (Joint Sealants, Concrete Repairs, Bridge Painting.)

E&D Coatings Projects Include:

- Colonial Oil Industries – Numerous Projects
- Ga. Dept of Defense – Epoxy Flooring
- Fuddruckers – Interior Commercial Painting
- Chatham County – Parking Garage Repairs/Paint
- MudCreek WWTP- Protective Coatings

- Colonial Chemical- Concrete Repair/Acid Resistant Coatings for Secondary Containments
- Cross Roads WWTP – Protective Coatings
- Effingham County WWTP – Protective Coatings
- Sterling Creek WWTP – Protective Coatings
- GA Ports Authority Ship to Shore Crane Painting
- Hunting Island Lighthouse Restoration

E&D Contracting Projects Include:

- Feiler Park Phase II
- Downtown Wadley Streetscapes Phase I
- City of Springfield Streetscapes Phase I
- Truman Linear Trail Phase II
- Shipyard/Lehigh Drainage Improvements
- Restoration of Hunting Island Lighthouse
- Demolition of Georgia Public Broadcasting Building
- Berrien Road Paving Project
- Henry County Bridge Maintenance and Painting
- Fripp Island Bridge Maintenance and Concrete Repairs
- Mill Creek Bridge Repairs – City of Brookhaven, GA
- Spring Road Bridge Rehab and Waterline Project
- Vehicle Maintenance Parking Lot
- City of Atlantic Beach, FL Water Tank Rehab
- City of Orange Park, FL Surge Tank Rehab
- The Villages, FL Clarifier Rehabilitation
- Daffin Park Trail- City of Savannah

2001 - 2004

MUTUAL OF OMAHA

Sales Manager:

- Responsible for managing and training employees in field sales.
- Provided Clients with Health, Long Term Care, and Life Insurance.
- Financial Planning

1996 – 2001

UNITED STATES NAVY

Petty Officer 3rd Class: Rate – Builder: Crew Leader

- Light Frame Construction
- Concrete/ Masonry
- Demo and Pour Concrete Building Foundations and Slabs
- Concrete Bridge Repairs
- General construction activities.

EDUCATION:

US Navy – Naval Construction Training Center
Gulfport, MS
Builder A School 1996-1997

Southern West Virginia Community College, 1994 – 1996
General Studies

Baileysville High School, 1990 – 1993
Baileysville, West Virginia

**SKILLS/
TRAINING:**

NACE Certified Coating Inspector – Level 3 Certification # 60154
SSPC - Quality Control Supervisor
SSPC C1 – Fundamentals of Protective Coatings
SSPC C2 – Management of Protective Coatings
OSHA Safety Awareness Training
Confined Space Training
OSHA Excavation and Trench Safety
PDA - Polyurea Certified Spray Applicator

(m)

JAMES E. DEES
 880 Kolic Helmey Drive
 Guyton, Georgia 31312
 Phone: (912) 233-3268

EXPERIENCE:

1997 to Present

E&D CONTRACTING SERVICES, INC./ E & D COATINGS, INC.

Vice President / Secretary: In charge of all office operations and management, to include all estimating, tracking jobs, solicitation of work, production of work, supervision, review of contract documents and submittals, and close-out of projects.

Work Experience Includes:

- Renovations of Historical Structures
- Commercial Renovations
- Concrete Construction
- Underground Water and Sewer Line Installation
- Pump Station Rehabilitation
- Soil Remediation
- Sandblasting and Painting
- Architectural and Industrial Coatings
- Lead Abatement
- Floor Coatings
- Decorative Wall and Floor Coatings
- Waterproofing
- Polyurea and Foam Applications
- Tuckpointing and Epoxy Injection on Masonry
- Roof Coatings
- Tank Linings
- Polymer Coatings and Applications
- Caulking, Removal and Replacement
- Bridge Repair
- Remove and Replace Unsuitable Material
- Traffic Control
- Demolition of Buildings
- Construction of Streets
- Installation of Traffic Signals
- Installation of ADA Compliance Devices
- Erosion and Sediment Controls

2001 to 2006

ROOFING PROFESSIONALS, INC.

1/3RD Owner involving built-up and metal roof coatings.

1979 – 1997

DEES CONTRACTING

President / Owner: Founded Dees Contracting to perform Painting, sandblasting, concrete work, asbestos abatement, and Historic restoration services. Sold out to partner in 1999.

1978 – 1981

GEORGIA POWER

Journeyman Electrician: Worked as Journeyman Electrician in Sub station construction.

EDUCATION:

Valdosta High School, Graduate - 1975

SKILLS/
TRAINING:

OSHA Safety Awareness Training
VOC Compliance
Confined Space Training
Lead Abatement

LICENSES:

Florida General Contractor, 2005
Georgia General Contractor, 2006
South Carolina General Contractor, 2006

GINGER H. DEES**President****EXPERIENCE:**

March 2001 to Present E & D Contracting Services, Inc..

President / Owner – Responsible for the management of all operations within the office to include approvals on all invoices, purchases, employee payroll, raises, bonuses, etc. Responsible for executing all contract documents, change orders and subcontracts.

Responsible for all preparation of company meetings, rules and regulations, and hiring/firing of employees.

December 1997
to Present

E & D Coatings, Inc.

President / Owner – Responsible for the management of all operations within the office to include approvals on all invoices, purchases, employee payroll, raises, bonuses, etc. Responsible for executing all contract documents, change orders and subcontracts.

Responsible for all preparation of company meetings, rules and regulations, and hiring/firing of employees.

EDUCATION:

Savannah Technical College, Savannah, Georgia, 2000 - 2003
Course: Culinary Arts

Corp Classes –Armstrong State College, Savannah, Georgia, 1998

Ben Farmer Real Estate School, 1995

Graduate – Valdosta High School , Valdosta, Georgia, 1975

**SKILLS AND
TRAINING:**

OSHA Safety Awareness Training Seminar, 1999

OSHA Safety Awareness Training Seminar, 1996

Licensed Real Estate Agent, 1995 to present

Proficient utilizing , Windows 2000, Microsoft Products (Word, Excel)

GA General Contracting License. 2008

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
(D&S Steel) Justin Stancil	D&S Steel 19450 SW 5th Pl. Dunnellon, FL 34431	1) City of Palm Bay, FL 2) FGVA 3) City of Cocoa, FL
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/ COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Clearmont WRF 2 Steel Tank Rehab	City of Palm Bay, FL	Steel replacement on 2 tanks, Installation of Catwalk system, etc.	Bob Hinkel 321-952-3440	Jan 2016 - July 2016
2	STA Fuel Tank Platforms	SFWMD West Palm Beach, FL	Installation of new catwalk systems on 9 tanks, coating, etc.	Eduardo Doran 561-682- 6520	May 2016 - May 2017
3	Secondary Clarifier Collector Replacement	North Charleston Water & Sewer Dist. N Charleston, SC	Replaced (2) Clarifier mech. Made repairs to steel catwalk system, blast paint	Chad Mauer 843-764- 3012	July 2019 - June 2020

END OF SECTION

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, E & D Contracting Services, Inc. as Principal and Western Surety Company of the City of Sioux Falls State of South Dakota, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the Holly Hill Florida hereinafter called the Owner, in the sum of Five Percent of Bidders Bid Amount Dollars (\$ 5 %) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of July, 2020, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

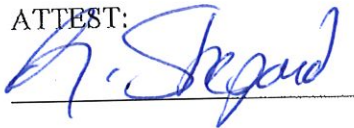
E & D Contracting Services, Inc.

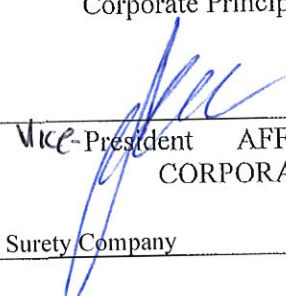
2001 Mills B. Lane Boulevard, Savannah, GA 31405

Address

 Secretary.
Corporate Principal

ATTEST:



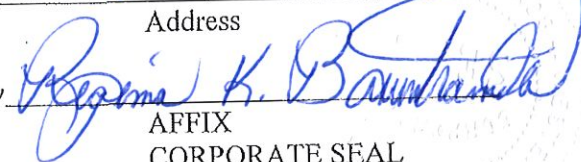
 Vice-President AFFIX
CORPORATE SEAL

Western Surety Company

151 N. Franklin Street, Chicago, IL 60606

Address

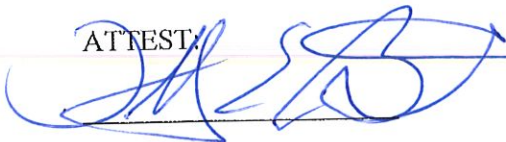
By


AFFIX
CORPORATE SEAL

Western Surety Company

Corporate Surety

ATTEST:



Regina K. Barnhardt, Attorney-in-Fact

Title

END OF SECTION

00 41 00 - 2

Attachment: E&D Bid (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

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

Michael W Paul, Regina K Barnhardt, Individually

of Suwanee, GA, 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 30th day of April, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat

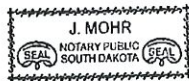
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of April, 2020, 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

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 7th day of July, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal or Contract No. W/14-20-04 for

City of Holly Hill
 This sworn statement is submitted by E&D Contracting Services whose business address is 2001 Mills B Lane Blvd. Savannah, GA 31405 and (if applicable) its Federal Employer Identification Number (FEIN) is 81-0632606. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

My name is James Dees any my relationship to the entity named above is Vice President.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature) _____ Date: July 6, 2020

State of GA County of Chatham

PERSONALLY APPEARED BEFORE ME, the undersigned authority, James Dees
who, after first being sworn by me, affixed his/her signature in the space provided above on this
6 day of July, 2020

Rebecca Sheppard
Notary Public

My Commission Expires: March 17, 2024

Attachment: E&D Bid (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: E&D Contracting Services, Inc.

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

TITLE: Vice President

ADDRESS: 2001 Mills Bl Lane Blvd.

CITY AND STATE: Savannah, GA 31405

TELEPHONE: 912-234-5904

COMPLETION TIME: 150 days

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

NO BID (REASON) _____

END OF SECTION

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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

VENDOR'S SIGNATURE

END OF SECTION

00 48 50 - 1

Attachment: E&D Bid (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WWW04)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # WW-20-04

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: E&D Contracting Services, Inc.Authorized representative (printed): Sam Dees

Authorized representative (signature): _____

Date: July 16, 2020

END OF SECTION

00 48 60 - 1

SECTION 00 48 70

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) E&D Contracting Services, Inc.	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 2001 Mills Lane Blvd.	Requester's name and address (optional)
City, state, and ZIP code Savannah, GA 31405	
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 81-0632660

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

[Signature]

Date ▶

July 1, 2020

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

END OF SECTION

00 48 70 - 1

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

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

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

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
N/A	

(Cost in Words)

TOTAL \$

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

COMPANY NAME: E&D Contracting Services, Inc.

DATE: July 6, 2020 BY: _____

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

RFP WW-20-04

Sludge Holding Tank Walkway Replacement

Addendum 1

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the RFP WW-20-04 for the

Sludge Holding Tank Walkway Replacement

as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

Questions & Answers

1) Do you anticipate extending the bid due date?

No extension

2) What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

No additional information will be posted beyond the bid document

3) Was this bid posted to the nationwide free bid notification website at www.MyGovWatch.com/free?

No

4) Other than your own website, where was this bid posted?

It was posted on myvendorlink.com

Signature acknowledges receipt and understanding of this addendum.

Name/Title Vice President

Date July 6, 2020

Attachment: E&D Bid (2020-R-34 : Replacement of the WWTP Sludge Holding Tank Walkway 20WW04)

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT
BID NO. WW-20-04
(To be completed in Duplicate)**

Bidder's Name: RAZORBACK LLC

Submitted: JULY 7, 20

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs

to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

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

The undersigned offers to furnish all materials, equipment and labor for construction of "**WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT**", for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

NINETY SIX THOUSAND
Dollars (In Words)

\$ 96,000. (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

ACKNOWLEDGMENT OF ADDENDA

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

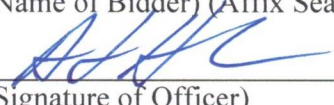
Addendum No. 1 Dated: 6-22-20
 Addendum No. 2 Dated: 6-30-20
 Addendum No. _____ Dated: _____

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

Attached hereto is a cashier's check on the _____ Bank of _____
 or Bid Bond for the sum of
5% TOTAL BID Dollars (_____),
 made payable to CITY OF HOLLY HILL (Owner).

RAZORBACK LLC

(Name of Bidder) (Affix Seal)


 (Signature of Officer)

MGRM

(Title of Officer)

RAZORBACK LLC

Name of Bidder

276 KNOLLWOOD ROAD

Address

TARPON SPRINGS, FLORIDA 34688

City/State/Zip

727-938-9500

Telephone

CGC 1526612

Contractor's Florida License Number

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

ANTHONY HOULLIS AS MGRM OF RAZORBACK LLC

276 KNOLLWOOD RD, TARPON SPRINGS, FL 34688

END OF SECTION

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Razorback, LLC as Principal and
Great American Insurance
Company of New York of the City of Cincinnati State of Ohio, a corporation
 existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the
City of Holly Hill hereinafter called the Owner, in the sum of
Five Percent of Amount Bid Dollars (\$ 5%)
 lawful money of the United States of America, for the payment of which sum well and truly to be
 made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally,
 firmly by these presents.

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

WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of July, 2020, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:



MATTHEW HAWK

Witness

ATTEST:

ATTEST:


Tracey C. Brown-Boone

Razorback, LLC (Seal)

 (Seal)

ANTHONY HOWELLS (Seal)
Individual or Partner

276 Knollwood Road

Tarpon Springs, FL 34688

Address

N/A

Corporate Principal

N/A

President AFFIX
CORPORATE SEAL

N/A

N/A

Address

N/A

By _____

AFFIX
CORPORATE SEAL

Great American Insurance Company of New York

Corporate Surety


Kevin R. Wojtowicz
Title Attorney-in-Fact and Florida
Licensed Agent

END OF SECTION

00 41 00 - 2

Attachment: RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (2020-R-34 :

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21071

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JESSICA P. RENO	ALL OF	ALL
KEVIN R. WOJTOWICZ	ST. PETERSBURG, FLORIDA	\$100,000,000
LAURA D. MOSHOLDER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of AUGUST, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



Dwlvwdqwhfufscu|

G lylvhrqdg#Vhqlru#V lfh#S unvlghqw

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 19TH day of AUGUST, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated May 14, 2009.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of May 14, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

2020



S1185M (07/18)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. RAZORBACK LLC
- B. Permanent main office address. 276 KNOLLWOOD ROAD
TARPON SPRINGS, FLORIDA 34688
- C. When organized. 2008
- D. If a corporation, where incorporated. FLORIDA
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 12
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) ATTACHED
- G. General character of work performed by your company. WATER AND WWT PLANT REP, AND MAINTENANCE
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? NO
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. NONE
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. ATTACHED
- K. List your major equipment WELDERS, GENERATORS, TOOL TRAILERS, TRUCKS
- L. Experience in construction work similar in type to this project. 12 YEARS
- M. Background and experience of the principal members of your organization, including the officers. CONSTRUCTION, STEEL REPAIR, INDUSTRIAL PAINTING, 14 YEARS
- N. Credit available: \$ 250,000
- O. Give bank reference: CHASE
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

CURRENT PROJECTS

1. City of West Palm Beach- Master Water Treatment Plant Term
Contract Amount- \$31,559+
Anticipated Completion Date- TERM 2022
2. Pasco County- Pressure Washing and Sandblast Services
Contract Amount- \$1,280,000
Anticipated Completion Date-TERM 2022
3. US Water- Repair and Paint North and South Water Tower MacDill AFB
Contract Amount- \$314,998
Anticipated Completion Date- 7/2020
4. Fernandina Beach- Repair and Paint Amelia Island Lighthouse
Contract Amount- \$98,500
Anticipated Completion Date 9/2020

COMPLETED PROJECTS

1. City of Plantation- Surface Preparation and Coating System for City's Water Treatment Plants
Contract Amount- \$796,700
Completion Date- 6/2020
2. City of Dunedin- Surface Preparation and Painting of 2 Clarifiers
Contract Amount- \$88,900
Completion Date- 4/2020
3. City of Tampa- 1.5 MG Palma Ceia Water Tower Steel Repair and Painting
Contract Amount- \$1,700,000
Completion Date- 4/2020
4. US Coast Guard & Barrier Island Parks Society- Historic Lighthouse Restoration including surface preparation, complex industrial coating system, steel and iron repair, concrete form pour, landscape, hardscape, electrical and mechanical
Contract Amount- \$1,540,000
Completion Date- 7/2017 & 11/2018

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

Dated at 8AM this 3 day of JULY, 20 20.

RAZORBACK LLC
Name of Bidder
By: [Signature]
Title MGRM

State of FLORIDA

County of PINELLAS

ANTHONY HOULLIS being duly sworn deposes and says that
he is the MGRM of RAZORBACK LLC and that
the answers to the RAZORBACK LLC foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 3 day of JULY, 20 20.

[Signature]
Notary Public

Heather B. Starnas
Notary Public (Print or Type)

My commission expires: _____



Heather B. Starnas
Comm. #GG353611
Expires: July 10, 2023
Bonded Thru Aaron Notary

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
	D&S STEEL	1) STEEL FAB. 2) 3)
SEE ATTACHED		1) 2) 3)
REFERENCES		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

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

END OF SECTION

RAZORBACK LLC

276 KNOLLWOOD ROAD, TARPON SPRINGS, FL 34688

(727) 938-9500

RAZORBACKLLC@GMAIL.COM

References

1)

Project: Surface Prep and Painting Of 2 Clarifiers
Owner: City of Dunedin, Florida
Contract \$: \$88,400
Performance: March-April 2020

- **Contact:** Brian Antonian- Plant Superintendent
- **Phone:** Cell:727-831-1289
- **Address:** 1140 Martin Luther King Jr Ave.
- **Phone:** 727-298-3256 ext#1620
- **Email:** bantonian@dunedinfl.net

PROJECT DESCRIPTION: Cleaning, surface preparation and painting of 2 Waste Water Treatment clarifiers. Paint was applied in confined area and inspected during and upon completion. All phases of Surface Prep and Coating application were inspected and tested to meet or exceed manufacturers requirements by owner's agent and in-house. Razorback rigged and maintained a complex containment system to eliminate dust, overspray and debris from leaving the work area.

- Cleaning: WJ 4, Pressure washing 3,000 psi-5,000psi.
- Surface Preparation: Abrasive blasting per SSPC SP-10
- Coating Application: Airless Spray and Brush and Roll
- Coating Curing: Provided Ventilation and Forced Air for Cure
- Work in confined spaces: Yes
- Inspection and Testing: Per SSPC PA2 for coating thickness AND Application Testing per SSPC QP1 requirements.
- Razorback has full time quality control inspections performed throughout every project by NACE and/or SSPC certified Inspectors in the field, and Inspections are verified by NACE and/or SSPC certified Quality Control Managers in the Office.
- Paint Materials: TNEMEC Series 66, 104, and 1095(UV exposed areas).

RAZORBACK LLC

276 KNOLLWOOD ROAD, TARPON SPRINGS, FL 34688

(727) 938-9500

RAZORBACKLLC@GMAIL.COM

2)

Project: Surface Preparation and Coating Systems for City's Water Treatment Plants

Owner: City of Plantation, Florida

Contract \$: \$826,000

Performance: July 2019- Present (95% Complete)

- **Contact:** Brett Miller- Plant Manager
- **Phone:** 954-513-3518
- **Address:** 400 NW 73rd Ave, Plantation, FL 33317
- **Email:** BMiller@plantation.org

PROJECT DESCRIPTION - Surface preparation, waterproofing, and application of complex industrial coatings for 3 of the City's Water Treatment Plants. Structures include all tanks (sulfuric acid, clarifiers, ground storage, clearwells, diesel, chlorine, chemical, etc.), buildings, pipes, and multiple other structures.

- Pre-Cleaning: WJ 4
- Surface Preparation:
 - Abrasive blasting per SSPC SP-10
 - Abrasive blasting per SSPC SP-6
 - Power Tool Cleaning per SP-3
 - Power Tool Cleaning per SP-11
- Coating Application: Airless, Brush and Roll
- Coating Curing: Most instances ambient conditions were suitable, however a few confined space structures required forced air ventilation.
- Work in confined spaces: Yes
- Inspection and Testing: Razorback has full time quality control inspections performed throughout every project by NACE and/or SSPC certified Inspectors in the field, and Inspections are verified by NACE and/or SSPC certified Quality Control Managers in the Office.
- Paint Materials: TNEMEC Series 1026, 1029, 1095, 135 Chem Build

RAZORBACK LLC

276 KNOLLWOOD ROAD, TARPON SPRINGS, FL 34688

(727) 938-9500

RAZORBACKLLC@GMAIL.COM

3)

Project: 1.5MG Palma Ceia Water Tower Steel Repairs and Painting

Owner: CITY OF TAMPA

Contract \$: \$1,700,000

Performance: Aug 2019-April 2020

- Contact: Tommy Mahinis
- Cell: 727-510-7717
- Email: tommy@royalbridgeinc.com
- Location: Palma Ceia, Tampa, FL

PROJECT DESCRIPTION – Repairs included, removal and replacing steel catwalk, vent, 400' of steel ladder, safety climb devices, fabrication and installation of riser grating, and pit filling. Painting included surface preparation and painting of exterior and interior of the 1.5 million gallon water tower. Tnemec paint used. Stringent testing was implemented and inspections were conducted on a regular basis during the project. Entire interior of Water Tower over 45,000 Sq/Ft Abrasive Blasted per SSPC-10 and fully lined with new NSF approved Tnemec System.

- Cleaning: WJ 4
- Surface Preparation: Abrasive blasting per SSPC SP-10 Interior, Power Tool SP-11 Exterior
- Coating Application:
- Coating Curing: Potable Water per NSF requirements
- Work in confined spaces: Yes
- All welders were AWS certified and quality control inspections were performed regularly. Inspection and Testing Razorback has full time quality control inspections performed throughout every project by NACE and/or SSPC certified Inspectors in the field, and Inspections are verified by NACE and/or SSPC certified Quality Control Managers in the Office.
- Paint Materials: TNEMEC Series 135, N140, 215, 73, F701, 135 Chem Build

RAZORBACK LLC

276 KNOLLWOOD ROAD, TARPON SPRINGS, FL 34688

(727) 938-9500

RAZORBACKLLC@GMAIL.COM

4)

Project: 10 and 8 Million Gallon Tank Repair and Painting
Owner: CITY OF ST PETERSBURG
Contract \$: \$283,000
Performance: February-June 2017

PROJECT DESCRIPTION- Surface preparation, repair and painting of 10 million and 8 million-gallon tanks.

- Robert Sparks St. Petersburg Project Manager
- Email. Robert.sparks@stpete.org
- Tnemec Rep, Chad Holmes
- 727-201-6706
- CHOLMES@TNEMEC.COM
- Cleaning: WJ 4 3,000-4,000psi
- Coating Application: Power Roller
- Inspection and Testing: Per SSPC PA2 AND TESTING PER QP1
- Paint Materials: TNEMEC Series 1026, 156
- 10 and 8 Million Gallon GST Painting

5)

Project: BOCA GRANDE LIGHTHOUSE
Owner: US. Coast Guard & Barrier Island Parks Society
Contract \$: \$1,540,000
Performance: November 2016-July 2017 and August 2018-November 2018

PROJECT DESCRIPTION: Historic Lighthouse restoration including, Surface prep by abrasive blasting to SSPC SP-6 requirement, application of complex industrial coating system, steel and iron repair, concrete form and pour, landscape, hardscape, electrical and mechanical.

- Sharon McKenzie
- 941-964-0060
- smckenziebips@gmail.com
- Cleaning: WJ 4
- Surface Preparation: SP-6 Sandblasting
- Coating Application: Airless, Brush and Roller
- Coating Curing: Ventilated and Dehumidified
- Inspection and Testing: Per SSPC PA2 AND TESTING PER QP1
- Paint Materials: TNEMEC Series 91 H2O, 290 CRU, 66 HS, 73, 1072 and 135 Chem Build

RAZORBACK LLC

276 KNOLLWOOD ROAD, TARPON SPRINGS, FL 34688

(727) 938-9500

RAZORBACKLLC@GMAIL.COM

6)

- **1.5 Million Gallon Water Tower Painting (\$68,000) Sarasota County, Fl**

- Erin Duggan -941-955-0991
- Email. eduggan@visitsarasota.org

7)

- **50,000 Gallon Water Tower Steel Repair & Painting (\$116,000) Tampa, Florida**

- Robert Hollsopple INC.
- Sandra Soler, Office Manager
- 813-884-7115
- hollsoppleconstruction@gmail.com

8)

- **Architect, KENNETH SMITH ARCHITECTS, INC Florida, Statewide**

- CONTACT: Kenneth R. Smith, FAIA, President
- KENNETH SMITH ARCHITECTS, INC.
- 110 Cypress Landing
- Saint Johns, Florida 32259
- Telephone: 904 -281-0002–Cell 904-234-7200

9)

- **1 Million Gallon Tank Painting, (\$55,000) City of Dania Beach, Fl**

- Rickelle Williams, Executive Director
- Dania Beach Community Redevelopment Agency
- rwilliams@daniabeachfl.gov
- 100 W. Dania Beach Boulevard
- Dania Beach, FL
- 954-924-6801 Ext. 3732

10)

- **GARRISON INDUSTRIAL STEEL (2019) *Surface Prep and Painting Water Treatment Clarifier***

- **Matt Greer** General Manager
- 402 Industrial Park Drive
- mgreer@garrisonsteel.com
- Pell City, AL 35125
- Office: (205) 338-2209
- Cell: (337) 849-3488



D & S STEEL

19450 SW 5th Place
Dunnellon, FL 34431
(352) 682-7073
Jb.dssteel@gmail.com

5.1.e

References

1)

Project: Camp Blanding JTC WWTP Repairs
Owner: State of Florida Department of Military Affairs
Sub Contract \$: \$197,385.00
Performance: September 2018- June 2019 (Currently doing a "future repair" through CO.)

- **Contact:** Jeff Topping Sr.
- **Phone:** (904) 463-2158
- **Email:** jeffrey.topping.mil@mail.mil

General Contractor:

E & D Contracting Services, Inc.

- **Contact:** Mike Shepard
- **Phone:** (912) 663-4861
- **Email:** mshepard@edcompanies.com

PROJECT DESCRIPTION: Minor welding repairs, R&R of blower motors, decant arm repairs, R&R of jack screws, bar screen and grit screw change out, along with stainless steel valve replacements.

Attachment: RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (2020-R-34 :



D & S STEEL

19450 SW 5th Place
Dunnellon, FL 34431
(352) 682-7073
Jb.dssteel@gmail.com

5.1.e

References

2)

Project: Secondary Clarifier Collector (rake arm & catwalk rehab)
Owner: North Charleston, SC
Sub Contract \$: \$187,400.00
Performance: November 2019 – May 2020

- **Contact:** Chad Maurer
- **Phone:** (843) 302-4355
- **Email:** chad.maurer@ncsd.sc.gov

General Contractor:

E & D Contracting Services, Inc.

- **Contact:** Mike Shepard
- **Phone:** (912) 663-4861
- **Email:** mshepard@edcompanies.com

PROJECT DESCRIPTION: Rehab of three (3) 180' diameter concrete clarifiers. Total replacement of two(2) complete Ovivo rake arms with 10" PVC "draw off pipes" , repairing all three (3) catwalks, and the realignment and leveling of all weir/baffles in all three (3) clarifiers for startup.

Attachment: RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (2020-R-34 :

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal or Contract No. W/H/20-04 for SLUDGE TANK WALKWAY.

This sworn statement is submitted by RAZORBACK LLC whose business address is 276 KNOXWOOD RD. TARPON SPRINGS, FL and (if applicable) its Federal Employer Identification Number (FEIN) is 26 344 7303. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)
My name is ANTHONY HOLLIES any my relationship to the entity named above is MGRM.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) ASH Date: 7-3-2020

State of FL County of PINEHURST

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ANTHONY HONNET
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
3 day of July, 2020.

Heather B. Stamas
 Notary Public

My Commission Expires:



Heather B. Stamas
 Comm. #GG353611
 Expires: July 10, 2023
 Bonded Thru Aaron Notary

Attachment: RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (2020-R-34 :

**SECTION 00 48 00
ANTI-COLLUSION STATEMENT**

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

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

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

NAME OF FIRM: RAZORBACK LLC

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

TITLE: MGRM

ADDRESS: 276 KNOWLEDGE RD.

CITY AND STATE: TARPON SPRINGS, FL 34688

TELEPHONE: 727-938-9500

COMPLETION TIME: 150 Days

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

NO BID (REASON) _____

END OF SECTION

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

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

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

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

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



VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # WW-20-04

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: RAZORBACK LLC

Authorized representative (printed): ANTHONY HOULLIS

Authorized representative (signature): [Signature]

Date: 7-3-20

END OF SECTION

00 48 60 - 1

Packet Pg. 167

Attachment: RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (2020-R-34 :

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.

RAZORBACK LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

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.

276 KNOLLWOOD ROAD

6 City, state, and ZIP code

TARPON SPRINGS, FL 34688

Requester's name and address (optional)

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

2 6 - 3 4 4 7 3 0 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

9-16-19

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 may be subject to backup withholding. See What is backup withholding, later.

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

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

AFFIX CORPORATE SEAL

END OF SECTION

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u>X</u>	<u>General Liability</u>	Minimum Limits Required	
<u>X</u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u>X</u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
—	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
—	_____	\$ <u>1,000,000</u>	Each Occurrence
—	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u>X</u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>		
		Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
—	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	* Occurrence (Y/N): _____		
	* Defense included in Limits (Y/N): _____		
<u>X</u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
—	<u>Other</u>		
	_____	\$	
	_____	\$	
<u>X</u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u>X</u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u>X</u>	Certificates must identify bid number and bid title.		
<u>X</u>	A Waiver of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Attachment: RAZORBACK LLC- HOLLY HILL WWTP SLUDGE HOLDING TANK WALKWAY REPLACEMENT WW-20-04 (2020-R-34 :



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

HOULLIS, ANTHONY MICHAEL

RAZORBACK LLC
276 KNOLLWOOD RD
TARPON SPRINGS FL 34688

LICENSE NUMBER: CGC1526612

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.



Tuesday, July 7, 2020 @ 10:00am
 Holly Hill City Commission Chamber
 Bid Opening: WW-20-04
 WWTP Sludge Holding Tank Walkway

Company	Bid Cost	Bid Bond Bid Bond	Copies (5 + USB)
E+D Contracting	\$99,197 ⁰⁰		4+ CD
Boomer Construction	\$111,200 ⁰⁰		5+ CD
Razorback, LLC	\$96,000 ⁰⁰		5+ USB
McManan Construction	\$116,000 ⁰⁰		5+ USB



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: July 28, 2020
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
NUMBER: 2020-R-35
APPLICANT:
PLANNER:

DISCUSSION:

Federal guidelines 2CFR 200.313 set forth procedures for the acquisition and property control of equipment purchased with federal funds. The Police Department was recently awarded 2020 Coronavirus Emergency Supplemental Funding (CESF) grant. This award was subject to the following special condition Ref# S42314 (attached) that requires the City to following the procedure set forth in 2CFR 200.313. This resolution amends the City's Purchasing policy 16 (Procedures for Federally Funded Projects) to incorporate this requirement. In addition, it amends the City's Purchasing Policy to add Exhibit D for the 2CFR 200.313 guidelines. The City's Purchasing Policy resolution 2018-R-30 was adopted May 8, 2018.

FISCAL ANALYSIS:

N/A

STAFF

RECOMMENDATION:

Approve amendment to the City's Purchasing Policy resolution 2018-R-30 adopted May 8, 2018.

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 AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY RESOLUTION 2018-R-30; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED)
(DOCX)

Resolution No. 2020-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2018-R-30; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Purchasing Policy; and

WHEREAS, Federal guidelines 2CFR 200.313 require procedures for the acquisition and property control of equipment purchased with federal funds.

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

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Holly Hill has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Purchasing Policy incorporated herein as Exhibit "A".

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth

to such City employees as deemed effectual and prudent.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 28th day of JULY, 2020.



PURCHASING POLICY MANUAL

May 8, 2018

RESOLUTION 2018-30

PURCHASING POLICIES MANUAL

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INTRODUCTION

This Purchasing Policies Manual was written to guide City employees and officials when procuring goods or services for the City. It may be used as a training manual for the new employee or newly elected official, or it may be used by the experienced as a refresher or reference manual.

The manual establishes policies, procedures, and guidelines relating to the procurement, and disposal of supplies, services, and construction, under the authority of Resolution 2018-__.

This Manual is meant to be dynamic and allows for easy change with changing conditions. City employees and officials are encouraged to submit their suggestions for change or improvement of the Manual in writing, and they will be considered in the next review of the Manual.

The purpose of this Manual is to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of Holly Hill, to maximize the purchasing value of public funds in procurement and provide safeguards for maintaining a procurement system of quality and integrity.

APPLICATION

This Manual applies to the procurement of supplies, services, and construction. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting Department, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public Department from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

CHAPTER 1 - PURCHASING AUTHORITY

POLICY 1.1 PURCHASING POWERS

The Finance Director is given the power, duty, authority, and responsibility to purchase or contract for all commodities, equipment, and services on behalf of the City of Holly Hill. He / She shall coordinate and exercise control of the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors as approved by either the City Commission or City Manager based on dollar thresholds.

The Finance Director or Designee shall have the authority for the following:

- (a) The Finance Director may designate an Individual (s) to handle the procurement responsibilities of the City of Holly Hill.
- (b) To promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Department.
- (c) Purchase or Contract: To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using Department which derives its support wholly or in part from the City, when authorized, in accordance with the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Finance Department and such other rules and regulations as shall be prescribed by the Finance Director
- (d) Exceptions Prohibited: The authority of the Finance Department to negotiate or cause to be negotiated all purchases for all using Departments shall not be abridged, except as required by Charter.
- (e) Unauthorized Purchases: Except as herein provided, purchases made without the written consent of the Finance Director shall be considered illegal, and referred to the City Manager for judgment as to penalty. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.
- (f) Disqualification of Bidders: Have the authority with the consent of the Finance Director to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.
- (g) Requisitions and Estimates: All using Departments, either by or with the authorization of the head of the department under which the using Department operates, shall file with the Finance Department detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.
- (h) To evaluate contracts let by any other government entity for the provision of commodities and contract services, and when it is determined to be cost-effective and in the best interest of the City,

to enter into a written agreement and/or Purchase Order. A copy of the award and the contract shall be retained by the Finance Department, and proof of insurance, licenses, and any other requirements of the awarding entity's bid specifications shall be obtained by the using department, and a copy provided to the Finance Department. These purchases must be approved by either the City Commission or City Manager based on dollar thresholds.

- (i) The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.
- (j) The Finance Director is responsible to interpret this Manual.

POLICY 1.2 FINANCE DEPARTMENT DUTIES

- (a) The Finance Department shall procure for the City the highest necessary quality in materials and services at the least expense to the City, following the applicable laws, policies, and procedures.
- (b) The Finance Department shall advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.
- (c) The Finance Department shall be the final review of the specifications for correctness, competitiveness, and suitability.
- (d) The Finance Department shall have a member (non-voting) on the Selection Committees for construction, professional and consulting services to guide the Committees in the prescribed process.
- (e) It shall be the responsibility of the Finance Department to maintain and secure all documents relating to each bid in its bid file.
- (f) It shall be the responsibility of the Finance Department to maintain and retain the records of his/her office in compliance with the State of Florida's record retention laws.
- (g) The Finance Department shall be familiar with the State of Florida and other Florida based contracts for commodities and services which are available for use by the City.
- (h) The Finance Department shall be familiar with applicable Purchasing laws, policies, and procedures.
- (i) It shall be the responsibility of the Finance Department to write, oversee review and revision, and distribution of this Manual.
- (j) With the approval of the City Manager or Finance Director, the Finance Department may delegate all or some of her/his responsibilities to another.

POLICY 1.3 PURCHASING REQUISITIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

ROUTING:

1. For all purchases under \$25,000, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as:
 - a. No quotes required under \$2,500
 - i. Estimates are encouraged
 - ii. Preference given to local suppliers
 - b. Quotes required between \$2,500 and \$5,000
 - i. Utilize
 1. Screen shots
 2. Verbal quotes
 - ii. Preference given to local suppliers
 - c. Three written quotes required between \$5,000 - \$25,000
 - i. Written quotes or proposals
 - ii. Preference given to local suppliers
2. For all purchases \$25,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department, and then assure that City Commission approval is obtained for award, either of the solicitation or other Commission direction.
3. Upon receipt of the requisition in the Finance Department and dependent on the dollar amount, formal quotations, bids or proposals will be solicited. A purchase order, contract or work order will be issued upon completion of this process.
4. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
5. For all purchases of capital goods or services, regardless of the dollar amount, the requisitioning Department will enter the requisition into the system assuring appropriate approvals are obtained, unless approved by the Finance Director and under \$25,000.

POLICY 1.4 PURCHASING REVIEWS

REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED: Prior to issuance of bids or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments / Departments within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications. The following are mandated reviews:

TYPE OF EQUIPMENT/SERVICE REQUESTED DEPARTMENT REVIEW

Information Technology Equipment

Information Technology

Vehicles/Heavy Equipment

Fleet Maintenance

PLEASE ENSURE THE ABOVE APPROVALS ARE OBTAINED PRIOR TO SUBMITTAL TO THE FINANCE DEPARTMENT.

POLICY 1.5 FIELD PURCHASE ORDERS

The Field Purchase Order should be used as a payment tool/check request for all items under \$5,000. Common uses include: Subscriptions, Memberships, Advertisement and Registrations requiring a check, Petty Cash Reimbursements and Employee Travel Reimbursement checks. Also, the Field Purchase orders should be used for items under \$5,000 for vendors that do not accept the Purchasing Card.

Invoices that are attached to FPO's need no signatures. Approvals will be tracked by the financial software.

POLICY 1.6 APPROVAL LEVEL THRESHOLDS

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed \$25,000 including change orders and amendments. The City Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Commission approved budget. All purchases of goods and services, in excess of \$25,000 shall be awarded by the Commission, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve all purchase orders, contracts, and Master Agreements up to \$50,000 for projects, goods and services that are detailed in the adopted budget as long as award is to the lowest responsive, responsible bidder in a competitive environment.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed 10% (not to exceed \$25,000 in total) of the latest approved contract value for contracts. Amendments to contracts greater than these amounts must be approved by City Commission.

The City Manager or designee shall have the authority to settle individual claims under contract provided the settlement does not exceed ten percent 10% (not to exceed \$25,000) of the latest approved contract value for contracts. All change orders issued which modify a contract, the original and revised total cost of which exceeds ten percent 10% (not to exceed \$25,000), shall require Commission approval, unless otherwise specified herein.

It shall be prohibited for any City employee to order the purchase of any goods or services or make any contract change without the delegation of authority under this section other than through the Finance Department, unless utilizing an authorized procurement card. City employees will be held accountable

for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the City Policy and Procedures Manual. The Department committing the unauthorized purchase will document the incident with a memo to the City Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken, if any, and request the City Manager approve the unauthorized purchase if under \$25,000. Unauthorized purchases of \$25,000 and greater shall be submitted to the Commission for approval. Any purchase or contract made contrary to this section hereof shall not be binding on the City unless approved by the Commission.

The City Commission has the right to award all contracts except as otherwise provided in the Code of Ordinances of the City. As to those contracts which the Commission retains the right of award, the Commission shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.

CHAPTER 2 – SOURCE SELECTION AND CONTRACT FORMATION

SECTION A - COMPETITIVE SEALED BIDDING, INVITATION TO BID (ITB)

POLICY 2.1 CONDITION FOR USE

Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.

The Invitation to Bid shall include specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the Invitation. It shall include the following:

- (a) Instruction and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address of the office to which bids are to be delivered, and any other special information;
- (b) The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and
- (c) The contract terms and conditions, including warranty and bonding or other security requirements, as applicable to the procurement.

POLICY 2.2 LIFE CYCLE COST OR TOTAL COST BID

A Life Cycle Cost or Total Cost Bid may be used when it is desirable to award on the basis of the cost to the City to acquire and use the goods or services over a period of time. An example would be a copier. The Invitation to Bid would require bidders to supply the price of the copier, its electric usage, the cost of maintenance, and the cost of supplies for five years' usage, or for making a specific number of copies. The lowest cost is determined by adding together the costs of each of these components.

POLICY 2.3 PUBLIC NOTICE

The Invitation to Bid must be publicly advertised via the City of Holly Hill's online bidding system or in accordance with State or Federal guidelines if applicable and at least twenty working days preceding the day set for the receipt of bids or proposals. Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising. Proof of publication of the advertisement shall be placed in the Bid file.

In lieu of mailing specifications a Notice may be emailed to prospective bidders, informing them of the bid and how to obtain specifications.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required. Such regulations shall be incorporated into the specifications.

POLICY 2.4 RECEIPT OF BIDS

Upon its receipt, each bid shall be time-stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening. Depending on the type of bid, the Finance Department with the concurrence of the City Clerk may allow email bid responses.

POLICY 2.5 BID OPENING

All timely bids shall be opened publicly at the time, date, and place announced in the advertisement and Invitation to Bid. The responses shall be read aloud by the City Clerk or his/her designee, and recorded by the City Clerk or his/her designee.

Bids if allowed to be received via email shall be held unopened until the bid opening time. An online bid system is preferred.

Bids received after the time and date specified shall be late and not considered, unless the bid would have been received timely except for the action or inaction of City personnel and the bid has not yet been awarded.

If the bids are lengthy or contain many items, at the discretion of the Finance Department, only the names of the bidders may be read aloud. If such is the case, the Finance Department shall prepare a tabulation of the bids as soon after the bid opening as possible, and give it to the City Clerk for attachment to the Bid Summary.

The recorded Bid Summary prepared by the City Clerk shall be made available to anyone who requests it. The Finance Department or designee shall tabulate all bids in timely received manner that will facilitate comparison of the relative advantages and disadvantages of each bid. The Bid Summary shall be signed by witnesses to the bid opening.

No responsibility shall attach to a City employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents. The employee so doing shall not read or divulge the contents of the envelope or package. He/she shall reseal the envelope, note on it that it was not properly identified as a bid, and it was resealed and not read, initial and date the note, and put it in the bid file to be opened with the other bids at the date and time advertised.

POLICY 2.6 VARIANCES, ALTERNATES, AND MULTIPLE BIDS

Unless specifically provided for in the specifications, variances, alternates, and multiple bids shall not be accepted. The bid shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder.

Multiple and alternate bids, and variances to specifications are acceptable, provided they are requested in the specifications, and the method of selection and award is clear in the specifications. A Performance Specification should be used in such instances when alternate or variances are acceptable.

POLICY 2.7 OPTIONS

When Options to a bid are requested, the lowest responsible, responsive base bid will be combined with such options, applied in such order as elected by the City that will produce a sum which is within the amount of funds available to finance the contract.

POLICY 2.8 BID EVALUATION

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the specifications. No bid shall be evaluated for any requirement or criterion that is not disclosed in the specifications.

POLICY 2.9 WITHDRAWAL OF BID

Bids may be withdrawn upon written request and presentation of proper identification by the bidder at any time prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened. An email, telephone or telegraphic request to withdraw a bid proposal is not acceptable.

POLICY 2.10 AWARD

The bid shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the specifications.

The using department shall review the bids and make recommendation to the Finance Department. The Finance Department shall add his/her recommendation to that of the using Department Head, and forward to the Finance Director for award or for placement on Commission agenda for Commission's award.

All Invitations to Bid, Requests for Proposals, Requests for Qualifications, Requests for Acquisition of Design-Build Services, for the amount of \$25,000 or less shall be awarded by the City Manager. All those over \$25,000 shall be awarded by the City Commission.

A firm fixed-price contract (lump sum or unit price) shall be awarded to the responsive, responsible bidder, whose bid conforms with all the material terms and conditions of the Invitation to Bid, and is lowest in price or cost.

The City reserves the right to award any and/or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the City.

The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like.

The Finance Department shall notify the successful bidder(s) in writing of the award. The letter of award or contract is not notice to the awarded bidder to perform. Until a Purchase Order is issued, the awarded contractor shall not perform. Until a Purchase Order is issued, the funds have not been encumbered. In addition to price, all bid awards may take the following into consideration:

- The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

In the event all bids exceed available funds as certified by the Finance Director, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Finance Department may be authorized, when time or economic considerations preclude re-solicitation of a bid of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

POLICY 2.11 TIE BIDS

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has a Business Tax Receipt (BTR) within the City limits.
- If one has or had a contract with the City and performance is or was satisfactory. If

performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.

- Timeliness of delivery.

POLICY 2.12 AWARD TO OTHER THAN THE LOW BIDDER

If award of bid is made to other than the low bidder, justification for doing so shall be completely documented in writing and included in the Bid File. Justification for awarding to the other than the low bidder may include: does not meet specifications (must specify how bid does not meet specifications), unsatisfactory performance on previous City contracts, unfavorable references, unable to meet project time or delivery requirements, etc.

POLICY 2.13 REJECTION OF BIDS

Any bid received after time of closing will be considered to be late and will be rejected and returned to the bidder unopened.

The City reserves the right to reject any or all bids or parts of bids, to waive any informalities in any bid, or to accept any bid which will best serve the interest of the City. The City also reserves the right to reject any unit prices, for additions to or deductions from the scheduled amount of work as given in the bid, if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may be considered fair and reasonable. If any unit price is rejected for the reasons stated herein, the work governed by such unit prices, if required, shall be treated as a change in the work as specified in the General Conditions, or may be cause for rejection of the entire bid.

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or informalities of any kind. If a bid amount is changed after the amount is originally inserted, the change should be initialed by the person signing the Bid Proposal.

If more than one bid proposal is offered to the City by any person under the same or different names, all such bid proposals may be rejected.

POLICY 2.14 CANCELLATION OF AWARDS

The City may cancel an award or contract without cause at any time up to the time that work has begun on the contract, or delivery has been made.

An award or contract on which work has begun or delivery made may be canceled with cause, and the cancellation will be effective immediately upon delivery of written notice to the contractor.

An award or contract on which work has begun or delivery made may be canceled without cause, and the cancellation will be effective 30 days after delivery of written notice to the contractor.

SECTION B - PRE-BID CONFERENCES

POLICY 2.15 CONDITION FOR USE

A pre-bid conference may be held at the discretion of the Finance Department to explain any part of the specifications and procurement requirements, and to allow the prospective bidders to ask questions. The pre-bid conference may be mandatory or non-mandatory. If mandatory, only those attending will be allowed to bid, so it may not be in the City's best interest to make it mandatory. It shall be held long enough after the specifications are issued to allow the bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing the bid. Nothing said in the pre-bid conference shall change the specifications unless a written amendment to the specifications is issued. A summary of the conference shall be supplied to all those prospective bidders known to have received the specifications.

SECTION C - COMPETITIVE SEALED PROPOSALS (REQUEST FOR PROPOSALS) (RFP)

POLICY 2.16 CONDITION FOR USE

This form of source selection is preferred when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- There are two or more responsible, qualified, potential sources.
- The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be made principally on the basis of price.

The RFP may contain an open invitation for new information on substitute products and services.

The specifications shall be written to require and allow for proposals to be submitted in a common format, for ease of evaluation.

Indicate in the specifications the last date for receipt of questions of a material nature.

If there is a pre-proposal conference, it should be scheduled around the half way between issue and opening dates.

POLICY 2.17 PUBLIC RECORD EXEMPTION

Financial statements submitted as requested in an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest are exempt from the Public Records Act, as set forth in F.S. 119(3)(t). Data processing software and software that is a trade secret are exempt from the Public Records Act, as set forth in F.S. 119(3) (o).

POLICY 2.18 PUBLIC NOTICE

The Request for Proposals may be publicly advertised in at least one legal newspaper having general distribution, and at least ten working days preceding the day set for the receipt of bids or proposals if required.

Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with Online Bidding Services.

Proof of publication if required of the advertisement shall be placed in the Bid file.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required.

POLICY 2.19 RECEIPT OF PROPOSALS

Proposals timely received shall be opened publicly at the time and date for such, and only the names of those submitting proposals announced. Proposals shall be viewed and reviewed only by City personnel having a legitimate interest in them.

POLICY 2.20 EVALUATION FACTORS

The Request for Proposals must identify all significant evaluation factors, including price or cost when applicable, and their relative importance. A weight may be assigned to each component of the proposal, but if used, it must be included in the specifications. Factors not specified in the Request for Proposals shall not be considered.

Initial review shall be for compliance with specifications or requirements.

POLICY 2.21 DISCUSSION WITH RESPONSIBLE OFFERORS

As provided in the Request for Proposals, discussions may be conducted with responsible offerors whose proposals have a reasonable chance of being selected for award. The purpose of the discussion and possible minor revision of proposals shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such minor revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no public disclosure of any information derived from proposals submitted by the offerors.

POLICY 2.22 AWARD

Award shall be made to the responsive, responsible offeror whose proposal will be most advantageous to the City, considering initial price, overall cost, and the evaluation factors specified.

In the recommendation for award of proposals, give the criteria used, members of the committee, and why the recommended award is in the "best interest" of the City.

SECTION D - COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ)

POLICY 2.23 CONDITION OF USE

The City shall publicly announce , in the same manner that Invitations to Bid are announced, each occasion when professional or consulting services are required for a project whose cost is estimated by the City to be more than \$250,000, or for a planning or study activity when the fee for professional services exceeds \$25,000.

SECTION E - COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)

POLICY 2.24 CONDITION OF USE

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a using department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job's basic requirements, and a detailed list of evaluation factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi- step bidding.

SECTION F - SOLE SOURCE AND STANDARIZATON PROCUREMENT

POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) ...or

- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets

the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

SECTION G – OTHER GENERAL POLICIES REGARDING SOLICITATIONS

POLICY 2.26 MULTI-TERM BIDS

A multi-term bid is appropriate when it is in the best interest of the City to obtain uninterrupted services or supplies extending over more than one fiscal period. The objective is to promote economy and efficiency in procurement through volume, or to encourage competition when there are high start-up, or phase-in phase-out, costs. The procurement of like goods or services that exceeds \$25,000 within a rolling twelve months would be required to have a competitive bid issued for future procurements.

POLICY 2.27 ADDITIONAL SPECIFICATION CLAUSES

Multi-term contracts shall include a clause that the contract will be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first (if this is expected to happen, the contractor should be notified as soon as possible).

If the City will accept an escalation clause, that prices will remain firm for a certain period of time, and then may escalate (or de-escalate) according to some formula or index, or according to the amount stipulated by the bidder in his/her bid.

POLICY 2.28 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period's price. To avoid this, the City should either tie any escalation or de-escalation to an index (Southeast Region Consumer Price Index), or set an escalation cap.

POLICY 2.29 NOTIFICATION

All bidders shall be notified in writing as soon as possible after award or rejection of bids or proposals.

POLICY 2.30 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts;
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials;
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;
- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;
- Utility refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;
- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;
- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force
- Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches; and
- Transactions by Inter-local Agreement.
- Advertisements in a local newspaper or radio station.

POLICY 2.32 ONE RESPONSE

The Finance Department shall make every attempt to receive multiple bid responses. Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City Commission shall have the following options:

- (a) Accept the offer was made, if the price is fair and reasonable.
- (b) Negotiate an acceptable contract with the sole bidder.
- (c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

POLICY 2.33 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine “the necessary common standard of competition”?

The following action shall be taken:

- (a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.
- (b) If the error and the correction are clearly evident, such as typographical, extension of unit prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.
- (c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error, and the bid that is accepted.

POLICY 2.34 NO BIDS

In the event no bids or proposals are received in response to a formal Invitation to Bid or Request for Proposals, the City has the following options:

- (a) Re-bid with either the same or revised specifications.
- (b) If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the using department may negotiate for the purchase of the desired commodity or service.
- (c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

POLICY 2.35 CONTRACT RENEWAL

An agreement entered into as a result of an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest may be renewed for additional one or multiple year periods upon mutual agreement in writing, under the same prices, terms, and conditions if this provision was in the original solicitation.

SECTION H - PROCUREMENT RECORDS MANAGEMENT

POLICY 2.36 BID FILES

Each Invitation to Bid, Request for Proposal, Request for Qualifications, or Request for Letters of Interest shall be assigned its own, individual number, and date and time of opening. A folder shall be used for each bid, with the label identifying the bid name, bid number, and user department. In each folder shall be placed all information related to the bid. At a minimum, the following information shall be included:

- Proof of the advertisement announcing the bid or Online notification.
- The specifications.
- The original bids submitted. No marks, notes, or writing of any kind shall be made on the original bids. If such is necessary, make a copy and use it to write on. Keep the envelopes, which have been time-stamped when received by Purchasing, until Purchasing has received all the necessary documents from the awarded bidder, or, until Purchasing is reasonably sure no protest will be filed, whichever comes later.
- Copy of the contract or agreement with the awarded bidder.
- Proof of the required insurance from the awarded bidder.
- Copies of any required licenses or other documents.

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by an Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

not), and the contractor's mark-up. If so doing, the construction contract shall contain language to make the contractor responsible for expediting, receiving, storing, protecting, installing the goods, arranging for training of staff by the supplier, and providing the suppliers' and manufacturers' warranties. Also, long-lead-time items may be ordered by the City, while the bidding/contract negotiation process is ongoing.

In the event the City elects to make direct purchases, the responsibilities of both, the City and the Contractor relative to direct purchase Items shall be governed by the terms and conditions contained herein, in the solicitation and in the contract.

SECTION J - SMALL PURCHASES

POLICY 2.43 PURCHASES BELOW BID LIMIT

Purchases which fall under the bid limit, and cannot be grouped for bidding, shall be made in conformity with one or more of the following procedures:

(a) The City's Procurement Card may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000. The individual authority levels will be determined by Finance Policy and Procedures with the concurrence of the City Manager. Higher limits may be established as a payment tool by the City Manager.

(b) The City's Field Purchase Order may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000.

SECTION K - LOCAL PREFERENCE

POLICY 2.44 VENDOR PREFERENCE

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

SECTION L -PROCUREMENTS

POLICY 2.45 EMERGENCY PURCHASE ORDER (EPO)

Emergency purchases are approved per the spending authority levels outlined in this Policy and subject to review by the Finance Director. The City Manager may approve emergency purchases up to \$50,000 and notify the Commission of the purchase at the next Commission meeting.

For emergency purchases the using department shall request an emergency purchase from the Finance Department after the City Manager or Finance Director approves the request. Emergency Purchase Orders are only to be used when a threat exists to the public health, welfare, or safety, or if the operation of a City Department would be seriously hampered if immediate action is not taken.

EMERGENCY PURCHASES - NIGHTS, WEEKENDS, OR HOLIDAYS: If an emergency occurs when the Finance Department is closed, the Department Head shall act to secure the necessary materials or service. The evidence of purchase such as sales ticket, bill, delivery slip, counter receipt, etc., which the supplier normally furnishes, will be submitted concurrently with the requisition by the department to the Finance Department on the next work day following the date of purchase. Such back-up documents will be submitted to Finance. Emergency Justification form must be forwarded to the Finance Department by the next business day.

GENERAL INFORMATION: When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency can occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Emergencies due to negligence are to be avoided. Failure to anticipate normal needs, project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end do not constitute an emergency.

NOTE: Emergency purchases are costly and should be kept to a minimum. They are usually made hurriedly, on a non-competitive basis, and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

SECTION M - ENERGY EFFICIENCY

Departments shall take pro-active measures to promote energy efficiencies.

POLICY 2.47 ENERGY EFFICIENCY

The City supports efforts to protect the environment, conserve energy, and reduce waste in its operations. When planning new construction or retrofitting, design professionals or the City department doing the work shall investigate energy conserving systems, equipment, and materials, and weigh the initial additional cost against the pay-back period. If the pay-back period is reasonable, the City shall specify or buy the energy conserving systems, equipment, and materials.

CHAPTER 3 - VENDORS

POLICY 3.1 ACCEPTANCE OF GIFTS

All employees of the City of Holly Hill shall keep themselves free of obligations by refusing to accept any gifts or entertainment, other than advertising materials such as pens, note pads, calendars, baseball caps, T-shirts, or other inexpensive office supplies advertising the vendor's name and/or product, offered by any of the City's suppliers or prospective suppliers.

POLICY 3.2 INVOICE PAYMENT

The City of Holly Hill's policy towards vendor invoices is to pay them promptly and in compliance with the State of Florida Prompt Payment Act F.S. 218.70. We expect good service and quality from our vendors, and we, in turn, should pay them in a timely manner. The using departments are directed to adhere to this policy to maintain vendor good will, to take advantage of discounts, and to avoid interest charges. Also, prompt payment also allows Accounts Payable to take advantage of vendors' discounts.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

POLICY 3.3 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

POLICY 3.4 DEBARMENT OR SUSPENSION

A contractor or vendor may be temporarily or permanently barred or suspended from doing business with the City for the following reasons:

- Failure to make delivery as contracted.
- Substitution of other, inferior or un-contracted for materials or services.
- Failure to make satisfactory adjustments.
- Misstating any information submitted to the City.

POLICY 3.5 REINSTATEMENT PROCESS

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager or Finance Director, to be reinstated.

POLICY 3.6 APPEALS AND REMEDIES

Reconsideration of a decision of the Finance Department may be requested of the Finance Director by the protester.

A contractor or vendor that has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.

In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City's discretion:

- (a) Make restitution to the City for any and all losses incurred due to default of the contractor.
- (b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.
- (c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.
- (d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.
- (e) Post a performance bond.

CHAPTER 4 - CONSTRUCTION BIDS

POLICY 4.1 METHODS OF CONTRACTING FOR CONSTRUCTION

The following are types of methods of contracting for construction, but other methods may be used as deemed appropriate.

- (a) **SINGLE PRIME CONTRACTOR.** One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.
- (b) **MULTIPLE PRIME CONTRACTORS.** A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.
- (c) **DESIGN-BUILD OR TURN-KEY.** The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.
- (d) **CONSTRUCTION DEPARTMENT.** A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.

(e) SEQUENTIAL DESIGN AND CONSTRUCTION. The design of the entire project is substantially complete prior to bidding and beginning construction.

(f) PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION. Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

POLICY 4.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) Bonding Requirements: (In accordance with 255.05 of Florida Statutes)

1. Bid Bond - Guarantees contractor can get a Performance Bond.
2. Performance Bond - 100% of the cost of construction.
3. Payment Bond -100% of the cost of construction. (At the discretion of the City Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.)

(b) Insurance:

1. General
2. All Builders Risk
3. Installation Floater
4. Explosion
5. City shall be included as an "Additional Insured"

(c) "Or Equal":

1. Approved products lists may be used.
2. If "or equal" materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Detail amount of any Liquidated Damages to be included in the bid package.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled "Closing out a Project" for requirements.

(g) Progress Payments & Retainage -Section 255.05(2) of Florida Statutes. The City shall retain 10% of each request for progress payment until the project has been determined to be substantially complete. Upon substantial completion, the retainage shall decrease to 5%, at the discretion of the Finance

Department, and the contractor may request payment of one half of the funds previously retained. This section only applies to contracts applicable to Section 255 of Florida Statutes.

(h) Liens:

1. Partial Releases of Lien shall be required prior to or within five working days of City's progress payment to contractor.
2. No subsequent payment shall be made until approved Releases have been received for previous payments.
3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.
4. No retainage shall be paid until all Releases of Lien are received by the City.
5. Each invoice for a progress payment shall have indicated on it by the City's Construction Department that the appropriate releases of lien have been received.

(i) Final Completion and Payment: Please refer the section in this manual entitled "Closing out a project" for requirements.

POLICY 4.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The change order cannot exceed 10% of the original award amount (Not to exceed \$25,000). The City Commission must approve all change orders exceeding \$25,000.

Shall include method of pricing, e.g.: "The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:

- (a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.
- (b) By unit prices stated in the contract documents or subsequently agreed upon.

POLICY 4.4 FIELD CHANGE ORDERS

(a) The Consultant, Construction Manager, and Project Manager may issue written Field Change Orders which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.

- (b) List license and permit requirements.
- (c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the

Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

POLICY 4.5 TERMINATION BY THE CITY

(a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.

(b) Permit the Contractor, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.

(c) After giving the Contractor and his surety seven days written notice, terminate the contract and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant's, Construction Manager's, and Project Manager's additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance to include liquidated damages, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.

CHAPTER 5 - CLOSING OUT A PROJECT

POLICY 5.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the using department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

POLICY 5.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:

- Completion of the items on the punch list.
- Final approved inspection by the Building Official.
- Issuance of a Certificate of Occupancy.
- Receipt of as-built plans.
- Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a "Consent of Surety to Final Payment", recognizing lack of such releases of claim.
- Proof of current insurance.
- Training of staff on use and maintenance of equipment and materials, as specified.
- Receipt of manuals on equipment and materials.
- Receipt of warranties on equipment and materials.
- Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

CHAPTER 6 - BONDS AND BID SECURITY

Chapter 255 of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a payment and performance bond. The City has discretion to exempt projects for \$200,000 or less from the requirement of a payment and performance bond. In the City of Holly Hill, the City Manager or Finance Director must approve any exemption. An exemption is discouraged.

POLICY 6.1 SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

- (a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor's ratings. The company must be licensed to transact surety business in the State of Florida.
- (b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.
- (c) Bond premiums are based on the amount of the contract, not the value of the bond.

POLICY 6.2 CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

- (a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.
- (b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

POLICY 6.3 BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.

POLICY 6.4 PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor's obligations under the contract. If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract and the City will not approve any such change order unless the Surety consents.

POLICY 6.5 PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

POLICY 6.6 WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years. The responsible party to pay for the cost of the additional Warranty Bonds must be specified in the original bid.

POLICY 6.7 FLORIDA STATUTES REGULATING BONDS

- (a) Florida State Statute 255.05 - Little Miller Act regulates State's bonding requirements.
- (b) Florida State Statute 723.13 - Lien law (private work) states that City property cannot be lienied.

POLICY 6.8 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

<u>Contract Price</u>	<u>Liquidated Damages</u>
Up to \$1,000,000	\$150.00 per day
Greater than \$1,000,000	\$250.00 per day

Liquidated damages may be reduced upon substantial completion to 75%, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City's right to assess liquidated damages.

CHAPTER 7 - INSURANCE

POLICY 7.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage. The City has the right to purchase replacement insurance and charge the contractor, including deducting the cost from future payments to the contractor.

POLICY 7.2 INSURANCE CERTIFICATE

- (a) Insurance companies sell direct or through agents.
- (b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.
- (c) The City shall be the Certificate Holder.

(d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

CHAPTER 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

POLICY 9.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost twenty-five thousand dollars (\$25,000) or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the Finance Director within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.
- A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

POLICY 9.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either, hand-delivered and date and time stamped by the City Manager's Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Commission if the award exceeds \$25,000.

CHAPTER 10 - PURCHASE ORDER PROCESS

This is an overview of the process to obtain a purchase order

- A need is determined by a person in a department.
- The need is communicated, preferably in writing, to the person in the department responsible for typing or inputting the requisition.
- The person with that responsibility types or inputs the requisition. Backup, forms, invoices, etc. are attached to the requisition. If it is input, such backup, with the requisition number written on it, is sent to the Finance Department for attachment to the Purchase Order, or other action.
- If a requisition, it is circulated within the department for the appropriate approval signatures. Each electronic approval of a requisition automatically, electronically sends the requisition to the next person with approval authority.
- The electronic requisition next goes to a Finance Department accountant for confirmation of the appropriate accounting code.
- The electronic requisition next goes to the Finance Director or designee for review. The electronic requisition next goes to the Finance Director or designee for review.
- Upon approval, the computer program assigns a Purchase Order number to the requisition.
- The Finance Department then electronically sends the Purchase Orders to print.
- The City Manager's signature will be electronically affixed to the Purchase Order.
- The Finance Department emails the original Purchase Order with any attachments to the vendor.
- A copy of the Purchase Order is sent to the using department to match up with its paperwork on that order. It is held in an open file for attachment of the receiving slip and a copy of the invoice. It may then be filed in a completed file.

CHAPTER 11 - USING DEPARTMENT'S RESPONSIBILITIES

POLICY 11.1 RECEIVING

The City shall require all products are shipped FOB Destination. Each department shall be required to inspect all deliveries of supplies or services to determine their conformance with the quality and quantity of the specifications set forth in the Purchase Order or contract. Should supplies or services not be as specified, the department shall make every effort to have the vendor correct the problem. If the department is unable to do so, they shall turn the matter over in writing, describing the problem and their efforts to have it corrected, to the Finance Department for assistance. If the non-conforming materials or services are not bid items, and are acceptable to the using department, they may have the vendor issue the City a credit for the difference between the materials or services specified and those delivered. If they are bid items, the vendor must conform.

If any damage is found, the using department shall notify the vendor immediately and request an inspection. Document the notice with the name of the person to whom damage was reported, the date reported, and the action promised. If inspection or action is not taken when promised follow up in writing with documentation of the action promised and send a copy to the Finance Department.

POLICY 11.2 PROCESSING VENDORS' INVOICES

Florida Statute 218.70, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of Holly Hill. We expect prompt and accurate service from our vendors, and we should pay their invoices promptly and accurately.

The person who is assigned accounts payable responsibility shall match the vendor's proper invoice with the City Purchase Order, and the receiving slip signed by the City employee who received the goods or services. If all three do not match, investigate and resolve the disparity. If all three match, the person with the authority to approve invoices for payment shall stamp and sign the invoice "...this invoice is approved for payment".

If invoice is for a partial payment, or against a Blanket Purchase Order, the invoice number, date, and amount paid shall be written on the department's copy of the purchase order so the balance on the purchase order is always current.

The approved invoice shall then be sent to the Finance Department. The invoice will be paid the next time checks are printed. At the time of this writing, invoices received by Accounts Payable by noon on Thursday will be paid on Monday morning.

CHAPTER 12 - MISCELLANEOUS POLICIES

POLICY 12.1 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -"No public officer, employee of an Department, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... the term 'public officer' includes any person elected or appointed to hold office in any Department, including any person serving on an advisory body."

POLICY 12.2 DRUG-FREE WORK-PLACE POLICY

Florida Statute 287.087 -"Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process."

POLICY 12.3 PUBLIC ENTITY CRIME POLICIES

Florida Statute 287.133 - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being place on the convicted vendor list."

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplus. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.

POLICY 13.3 PROPERTY TRANSFERS

Each department must report property/equipment transfers by contacting The Finance Department through email notifying them that they wish to transfer property/equipment from one Department/Department to another. Once this email arrives, the Finance Department shall prepare a "Property Disposition Form". All Transfer property forms must be forwarded to the Finance Department prior to the transaction. The Finance Department will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel and the Finance Department for appropriate adjustment to the City's fixed asset records. Notification and delivery of the transferred property to the designated area is the responsibility of each Department/department.

POLICY 13.4 SALE OF SCRAP MATERIALS

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.

CHAPTER 14 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING

POLICY 14.1 EMPLOYEE CONFLICT OF INTEREST

It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

POLICY 14.2 GRATUITIES AND KICKBACKS

Gratuities - It shall be unlawful for any person to offer, give, or agree to be given any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the primary contractor or higher tier subcontractor any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause - The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

POLICY 14.3 PROHIBITION AGAINST CONTINGENT FEES

It shall be unlawful for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling Departments for the purpose of securing business.

POLICY 14.4 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unlawful for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Governmental body.

POLICY 14.5 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any officer, employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

CHAPTER 15 - PROCUREMENT CARDS

The Finance Department initiated a Procurement Card Program for the purpose of expediting small purchases in the most cost effective and efficient method. This program will provide improved tracking of actual spending, and in addition, offer payments to vendors in a timelier manner, thereby increasing the City's opportunity of obtaining discounted pricing.

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls beyond those stipulated herein.

POLICY 15.1 THE PROCESS

The Procurement Card system simplifies the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor. The purchasing card may be used only by the employee whose name is embossed on the card. No other person is authorized to use the card.

When a purchase is placed with the supplier and the supplier requests authorization, the Procurement Card System validates the transaction against preset, limits established by the Department Head and the Finance Department. All transactions are approved or declined (electronically) based on the established procurement card authorization criteria. The authorization criteria may be adjusted periodically as needed; approved merchant category codes; transaction limits; and monthly credit limits. The monthly credit limits and single purchase limits will be established by the Department Director within Finance Department guidelines prior to the Purchasing Card being ordered for the employee.

POLICY 15.2 ELIGIBILITY

Department Directors will recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a Procurement Card. Temporary employees, part-time employees and employees on probation are not to be issued a card without City Manager or Finance Director approval..

POLICY 15.3 PROCUREMENT CARD USES

Procurement Cards may be used for small dollar purchases, not in conflict with purchasing procedures, which do not exceed a total expenditure of but is not limited to, the following: single purchase limits of up to \$5,000 per transaction within Finance Department guidelines as approved by the City Manager. In most instances, this method of procurement is an alternate to traditional monthly purchase orders. In all instances, this card is to be used solely for Official City Business.

Procurement Cards may be used for travel expenses in accordance with the City Travel Policy. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

Procurement Cards may not be used for items not budgeted, nor items for personal use. Failure to properly use the Procurement Card within the guidelines set by Purchasing will result in the cancellation of Procurement Card privileges for the employee and possible disciplinary action.

15.4 LIMITATIONS ON USE OF THE PROCUREMENT CARD

Dollar Limitations:

The Department Head approving the assignment of a procurement card will set two limits for each cardholder. A single transaction limit and also a monthly credit limit.

One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

Limitations on use of the City Procurement Card:

- Fuel charges for city vehicles unless authorized by the Finance Department
- Cash advances
- Personal items
- Alcohol or prescription drugs
- Any transaction that would include sales taxes
- Purchases using non-registered one-time vendors
- Capital Equipment (Over \$ 5,000 and a life of greater than 1 year)
- Splitting charges to avoid obtaining three quotes

POLICY 15.5 TRAINING

Cardholder(s) will receive training from the Finance Department annually on the overall policies of the Procurement Card Program, as presented in this document, at the time the procurement card is issued.

POLICY 15.6 REVIEW OF DEPARTMENTAL PURCHASES

- A. Because of their knowledge of the job responsibilities and requirements, Department Director and designated Card Representatives are required to review each procurement card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.
- B. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.
- C. Serious or repeated misuse of the purchasing card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department/Department Director on a case-by-case basis, up to and including termination.
- D. Department Directors will be required to review and adjust procurement card limits every fiscal year for their departments/Departments.

POLICY 15.7 MAKING PURCHASES WITH THE PROCUREMENT CARD

- A. A receipt should be obtained for every purchase

This receipt or charge slip will be retained either by the cardholder or by a designated person in the cardholder's office until attached to the monthly statement.
- B. Telephone orders

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- C. Missing documentation:

If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase and an adequate explanation for the purchase. This explanation must state that the purchase is ordinary and necessary, reasonable in amount and for a valid business purpose.

Missing receipt for meals must include the explanation above, purpose and people attending meal.

Continued incidents of missing documentation may result in the cancellation of the employee's procurement card.

D. Payment and invoice procedures:

Transactions must be reviewed, substantiated, approved in the Online PCard System and transaction documentation submitted to Finance for payment within five days of receipt.

1. REVIEW: The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. SUBSTANTIATE: Each transaction should be documented with a receipt. Provide account numbers for each transaction in the City's system. Print documentation from the City's system and attach to transaction receipts and submit to Finance.
3. APPROVE: The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before submitting to Finance. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.
5. DISPUTED CHARGES: If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send it to the Finance Department. The bank will then adjudicate the disputed charge.

POLICY 15.8 DISPUTES

All purchases disputes must be handled before turning in purchasing card receipts to the Accounts Payable Section of the Finance Department.

- If items purchased with the procurement card are defective, the cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.
- A disputed item must be explained with a note on the cardholder's Statement of Account before the statement is forwarded to Finance for payment.
- It is essential that the time frames and documentation requirements established by the purchasing card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and

procedures issued by the purchasing card issuer will be provided at the time purchasing cards are issued to cardholders.

- If a purchase includes sales tax, the cardholder must dispute this charge prior to turning in documentation to Finance.

POLICY 15.9 LOST OR STOLEN CARDS

Any lost or stolen cards are to be reported immediately to the PCard provider, 24 hours a day, seven days a week and to the Department Head (or designee). The report filed shall include the complete information surrounding the loss, the date and location of the loss, the date and time provider was notified, a list of any purchases made on the day the card was lost or stolen, and any other information pertinent to the incident.

Lost or stolen cards are the responsibility of the cardholder only. The Finance Department does not handle this type of request.

POLICY 16 PROCEDURES FOR FEDERALLY FUNDED PROJECTS

- All federally funded projects will be advertised a minimum of three weeks.
- When establishing a contract time for all federally funded projects, the guidelines established in Exhibit "A" shall be followed. Contract time extensions shall be subject to the concurrence of the FDOT Department Administrator and will be considered in determining the amount of Federal participation. Contract time extensions submitted for approval to the FDOT Department Administrator shall be fully justified and adequately documented.
- Two engineering estimates (at 60% and 100% submittals) will be completed for each project. Unit price cost for each item will be utilized (when possible) and will utilize local contractor pricing. The 100% submittal will be certified by the responsible Professional Engineer.
- The City of Holly Hill will comply with 23 CFR 635.413 as shown in Exhibit "B" on all federally funded projects. The warranty will begin the day after substantial completion is awarded.
- Federal guidelines will be followed for the fair, open and competitive selection of qualified consultants (Professional Services) in accordance the Brooks Act, Section 40 USC 1101-1104 as shown in Exhibit "C".
- **Federal guidelines will be followed for the acquisition and property control of equipment purchased with federal funds in accordance with 2 CFR 200.313 as shown in Exhibit "D".**
- LAP Simplified Acquisition and Small Purchase Process shall be in accordance with the LAP manual which outlines the current limits which indicate this process may be used if the construction project is less than \$325,000 and the total contract amount for the professional service(s) is less than \$150,000.
- For federal-aid contracts, a small locality presence criterion of no more than 10 percent may be used. This criterion cannot be based on political boundaries and should be used on a project-by-

project basis for projects where a need has been established. If a firm currently outside the locality criteria indicates as part of its proposal that it will satisfy the criteria in some manner, such as establishing a local project office, it should be considered to have met the locality criteria. The LAP Manual can be viewed by logging on to:

- http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm
- There is no DBE/MBE preference for federally funded projects. While the use of DBE/MBE consultants is encouraged, there should be not be any DBE/MBE preference selection criteria in the selection process.

The City has issued a policy statement which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated

POLICY 17 PROCEDURES FOR ISSUING DEBT

Long-term debt, debt issued with a term greater than five years, may only be used for the costs of acquisition, construction or modification of capital facilities and for the refinancing or refunding of such debt. This limitation prohibits any debt being issued to finance operational costs of City departments.

The legal, economic, financial and market conditions associated with the issuance of debt are dynamic, unpredictable and usually in a constant mode of change. Consequently, the decision to issue debt is best made on a case-by-case basis and only after careful and timely analysis and evaluation of all relevant factors. Some of the factors that should be considered include, but are not limited to, the following:

- Current interest rates and other market considerations;
- The financial condition of the City;
- The types, availability and stability of revenues to be pledged for repayment of the debt;
- Type of debt to be issued; and
- The nature of the projects to be financed (i.e., approved schedule of improvements, non- recurring improvements, etc.).

Capital improvements related to enterprise fund operations (e.g., water systems, wastewater systems, electrical and sanitation, etc.) shall be financed solely by debt to be repaid from user fees and charges generated from the respective enterprise fund operations, when practicable.

Capital improvements not related to enterprise fund operations (e.g., roads, parks, public buildings, etc.) may be financed by debt to be repaid from available revenue sources (including ad valorem taxes) pledged for same, when practical.

All capital improvements financed through the issuance of debt shall be financed for a period not to exceed the useful life of the improvements, but in no event to exceed 30 years.

The City shall not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.

The City shall at all times manage its debt and sustain its financial position in order to seek and maintain the highest credit rating possible.

In order to maintain a stable debt service burden, the City will attempt to issue debt that carries a fixed interest rate. However, it is recognized that certain circumstances may warrant the issuance of variable rate debt. In those instances, the City should attempt to stabilize debt service payments through the use of an appropriate stabilization arrangement.

When refinancing current debt, the City will seek a savings (net of all issuance costs and any cash contributions to the refunding) as a percentage of the refunding debt of at least 3-5%. The Finance Director must obtain a minimum of three email quotes. Lease Finance Agreements utilized for competitively bid items up to and including \$1,000,000 shall require a minimum of three (3) quotations. Quotes are to be obtained by the Finance Director and shall be maintained in the department file.

Debt to be issued greater than \$1,000,000 shall follow the process for Request for Proposal (RFP) and be approved by the City Commission.

POLICY 18 WARRANTY REQUIREMENTS

For purposes of this warranty requirement, the term "goods" means any equipment, machines, tools, vehicles, hardware, supplies, component parts or other tangible personal property procured by the city, to which procurement this warranty requirement is made applicable through the specifications. The term "City" means the City of Holly Hill, acting through its employees, departments, boards, Commission.

The successful bidder (also referred to herein as "vendor"), by submitting the bid, furnishes the following warranty as provided below:

- a. Vendor warrants that the goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to City's specifications. Vendor also warrants that if, during the warranty period, all or any portion of the goods: (a) fail for any reason, (b) are discovered to be non-conforming, or (c) are defective in materials or workmanship, vendor will replace such failed, non-conforming or defective goods at no cost to city within the same time limit as the delivery period. This warranty shall run from date of official acceptance of the goods by city, which date is either the installation date or in-service date as shown on city records or the date of formal acceptance of the goods in writing by an authorized city official, whichever occurs first, and end five (5) years after the date of the official acceptance or per a funding agencies requirement. This warranty shall be unconditional, except that it shall not apply to obvious abuse, misuse or damage caused by city.
- b. As between vendor and city, the express warranty given in subparagraph (b) (1) is in lieu of any other express warranties. Should this warranty fail of its essential purpose, City will continue to have recourse under applicable Florida law. This warranty is intended for the exclusive benefit of the City and does not create any warranties (express or implied) or causes of action in favor of any third parties.

- c. If a manufacturer of the goods or of component parts of the goods provides a special or independent warranty which is longer than the period provided for this warranty, or which provides terms more favorable to city than those contained in this warranty as to any other provision, the provisions of this warranty shall not be construed to diminish or conflict with the special or independent warranty given by such manufacturer.

The successful bidder, by submitting the bid, agrees to give the following indemnity with respect to the goods:

Vendor shall defend, indemnify, and save harmless the City, its officers, agents and employees, from all suits, actions or claims of any character, type or description brought or made on account of any personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of or occasioned by any breach of any warranty, express or implied, as to the goods or the fault of subcontractors, in the performance of the contract, purchase order or price agreement; provided, however, that this indemnity shall not apply to any personal injury including (including death), property damage or other harm caused solely by the negligent use, misuse or abuse of the goods by city, or caused solely by any negligent act or omission of city unrelated to the use of the goods. In the event of joint or concurring responsibility of vendor and City, responsibility and indemnity, if any shall be apportioned comparatively in accordance with the laws of the state of Florida, without, however, waiving any governmental immunity available to the City under Florida law. This provision shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against city or vendor, this provision being solely intended to provide for indemnification of City from liability for damage to third persons or property as set forth in this paragraph.

POLICY 19 PURCHASING POLICY ADOPTION

The Purchasing Policy shall be adopted by City resolution. The Finance Director and Department Directors shall review the Policy annually and submit recommendations to the City Manager for review and approval. If a change in the Policy is recommended for approval by the City Manager, the Finance Director will prepare the necessary report to Commission.

Approved by the City Commission of the City of Holly Hill at a meeting held on the 8th day of May 2018. Resolution 2018-30

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR ESTABLISHING CONSTRUCTION

CONTRACT DURATION

SEPARATE ATTACHMENT

EXHIBIT "B"**23 CFR 635.413****Code of Federal Regulations****Title 23 - Highways**

Volume: 1

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 635.413 - Guaranty and warranty clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.413 Guaranty and warranty clauses. The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

- (a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.
- (b) All warranty requirements and subsequent revisions shall be submitted to the Department Administrator for advance approval.
- (c) No warranty requirement shall be approved which, in the judgment of the Department Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.
- (d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.
- (e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.
 - (1) General project warranties may be used on NHS projects, provided:
 - (i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.
 - (ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

EXHIBIT "C"

BROOKS ACT

United States Code (U.S.C.) Title 40 - Public Buildings, Property and Works

*Chapter 11, Section 1101 - 1104: Selection of Architects and Engineers***§ 1101. Policy** (Formerly 40 U.S.C. § 541)

The policy [of the Federal Government] is to publicly announce all requirements for architectural and engineering services and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

§ 1102. Definitions (Formerly 40 U.S.C. § 542)

In this chapter, the following definitions apply:

1. **Department head** - - The term "Department head" means the head of a department, Department, or bureau [of the Federal Government].
2. **Architectural and engineering services** - - The term "architectural and engineering services" means--
 - A. professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;
 - B. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - C. other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
3. **Firm** - - The term "firm" means an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture or engineering.

§ 1103. Selection procedure (Formerly 40 U.S.C. § 543)

- a. **In general** - - These procedures apply to the procurement of architectural and engineering services by an Department head.
- b. **Annual statements** - - The Department head shall encourage firms to submit annually a statement of qualifications and performance data.
- c. **Evaluation** - - For each proposed project, the Department head shall evaluate current statements of qualifications and performance data on file with the Department, together with statements submitted by other firms regarding the proposed project. The Department head shall conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for furnishing services.

- d. **Selection** - - From the firms with which discussions have been conducted, the Department head shall select, in order of preference, at least 3 firms that the Department head considers most highly qualified to provide the services required. Selection shall be based on criteria established and published by the Department head.

§ 1104. Negotiation of contract (Formerly 40 U.S.C. § 544)

- a. **In general** - - The Department head shall negotiate a contract for architectural and engineering services at compensation which the Department head determines is fair and reasonable to the Federal Government. In determining fair and reasonable compensation, the Department head shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered.
- b. **Order of negotiation** - - The Department head shall attempt to negotiate a contract, as provided in subsection (a), with the most highly qualified firm selected under [section 1103](#) of this title. If the Department head is unable to negotiate a satisfactory contract with the firm, the Department head shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the Department head is unable to negotiate a satisfactory contract with any of the selected firms, the Department head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

EXHIBIT "D"**2 CFR 200.313****EQUIPMENT****Code of Federal Regulations****§200.313 Equipment.**

See also §200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]



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

6.2

**City Commission
Agenda Item**

MEETING DATE: July 28, 2020
FROM: Stella Gurnee
SUBJECT: Maximum Millage - Fiscal Year 2020-2021
NUMBER: (ID # 2978)
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 per \$1,000 of assessed taxable value; the current taxable value is \$707,177,324. With the proposed rate preliminary ad valorem taxes for fiscal year 2021 would be \$4,198,865 at 95%. The current year rolled-back millage rate is 5.9014 per \$1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2021 would be \$3,964,670 at 95%.

In addition the City must establish public hearings dates within 35 days of the tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2020.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Establish Maximum Millage rate for Fiscal Year 2020-2021 and establish public hearing dates.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for

services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

FOR THE CITY COMMISSION TO AUTHORIZE THE HOLLY HILL OPERATING MAXIMUM MILLAGE RATE AND TO BE ADVERTISED AS PART OF THE 2020 TRIM NOTICE AND ESTABLISH THE BUDGET HEARING DATES FOR FISCAL YEAR 2021 ON SEPTEMBER 9, 2020 AT 7:00 PM AND SEPTEMBER 21, 2020 AT 7:00 PM.

- DR420 for maximum millage 07 16 2020 (PDF)
- DR420 TIF for maximum millage 07 16 2020 (PDF)
- DR420MM for maximum millage 07 16 2020 (PDF)



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	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	\$	643,712,877	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	59,954,510	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	3,509,937	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	707,177,324	(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.)	\$	7,104,698	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	700,072,626	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	659,532,572	(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, <i>Certification of Voted Debt Millage</i> 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 : 6/24/2020 11:06 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	6.2500	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	4,122,079	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	1,176,350	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	2,945,729	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	201,131,607	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	498,941,019	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	5.9040	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 <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	4,419,858	(18)

Attachment: DR420 for maximum millage 07 16 2020 (2978 : Maximum Millage-Fiscal Year 2020-2021)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)

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

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	2,945,729	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		5.9040 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	4,175,175	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	4,419,858	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		6.2500 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		5.86 %	(27)

**First public
budget hearing**

Date :

Time :

Place :

**S
I
G
N

H
E
R
E****Taxing Authority Certification**

I certify the millages and rates are correct to the best of my knowledge.
The millages comply with the provisions of s. 200.065 and the provisions 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

Instructions on page 3

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 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

6.2.b

Rule 12D-16.002

Florida Administrative Code

Effective 11

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2020	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	\$	300,059,700	(
2.	Base year taxable value in the tax increment area	\$	88,342,219	(
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	211,717,481	(
4.	Prior year Final taxable value in the tax increment area	\$	286,679,777	(
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	198,337,558	(

SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/24/2020 11:06 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	201,131,607	(6
6c.	Amount of payment to redevelopment trust fund in prior year	\$	1,176,350	(6
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> 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 knowledge	
	Signature of Chief Administrative Officer :		Date :	
	Title : Joe Forte, City Manager		Contact Name and Contact Title : Stella Gurnee, Finance Director	
	Mailing Address : 1065 Ridgewood Ave		Physical Address : 1065 Ridgewood Ave	
	City, State, Zip : Holly Hill, FL 32117		Phone Number : 386-248-9426	Fax Number : 386-248-9458

Attachment: DR420 TIF for maximum millage 07 16 2020 (2978 : Maximum Millage-Fiscal Year 2020-2021)

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

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

All TRIM forms for taxing authorities are available on our website at

<http://dor.myflorida.com/dor/property/trim>



Reset Form

Print Form

6.2.c

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/17Rule 12D-16.
Florida Administrative Code
Effective 11

Year: 2020		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 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	5.9040	per \$1,000
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	13.9773	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	\$	659,532,572
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	9,218,485
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	\$	1,176,350
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$	8,042,135
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	498,941,019
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	16.1184	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)	16.1184	per \$1,000
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0322	
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	16.6374	per \$1,000
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	18.3011	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 equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	16.6374	per \$1,000
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$	707,177,324

Attachment: DR420MM for maximum millage 07 16 2020 (2978 : Maximum Millage-Fiscal Year 2020-2021)

Continued on page 2

Packet Pg. 238

Taxing Authority : HOLLY HILL OPERATING		6.2.c	
		R. 5/12/ Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 4,419,858	(1)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 11,765,592	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 4,419,858	(2)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 11,765,592	(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 16 2020 (2978 : Maximum Millage-Fiscal Year 2020-2021)

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

6.2.c

R. 5/12
Paç

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

Attachment: DR420MM for maximum millage 07 16 2020 (2978 : Maximum Millage-Fiscal Year 2020-2021)

All TRIM forms for taxing authorities are available on our website at

<http://floridarevenue.com/property/Pages/Forms.aspx>



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

**City Commission
Ordinance**

7.1

MEETING DATE: July 28, 2020
FROM: Brian Walker
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations (LDR), 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: 2020-O-3029
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Riverside Drive (224) PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and approve the associated written development agreement, for approximately .46 acres, located on the west side of Riverside Drive approximately 300 feet north of 2nd Street and more specifically known as 224 Riverside Drive. (City of Holly Hill, Applicant) District 1 - Commissioner Penny (Brian Walker, City Planner).

BACKGROUND:

The parcel at 224 Riverside Drive is owned by the City Of Holly Hill and is for sale. It is zoned CC-1 (Commercial Corridor) and has a future land use of General Commercial. The City is requesting a rezone to BPUD (Business Planned Unit Development) in order to permit uses that are most appropriate for the area and that support the current trend of development along Riverside Drive.

DISCUSSION:

The parcel addressed as 224 Riverside Drive sits directly in front of Marina Grande, a luxury residential condominium community with upscale retail and office space facing west along Riverside Drive. Approximately 350 feet to the south is The Market. A facility that the City remodeled and that now contains one of the City's finest dining restaurants. The parcel is also located within the City's Redevelopment District. Among other things, part of the stated purpose of the CRA District is to enhance the City's assets.

The CC-1 zoning designation is very broad and allows uses ranging from a book store to light industrial and manufacturing. Staff has received inquiries from potential buyers of the property. General inquiries have centered on putting uses on the property, such as motorcycle repair, and others that are not compatible with this location or trend of development in this area.

At its regular meeting on May 4th, 2020, staff discussed the issue with the Board of Planning and Appeals in order to receive feedback as to whether or not it might be appropriate to rezone the property, with the goal of ensuring that it be developed in a way that supports the trend of development in the area. After some discussion, the BOPA recommended that the property be rezoned to a PD in order to more specifically guide what uses are permitted on the property and ensure that it be developed following the architectural design guidelines as presented in the CRA Master Plan.

This is the purpose of the proposed rezone.

Per Section 114-771(4), a request to rezone to a planned unit development requires that the applicant provide a master development plan. The master development plan consist of two items, a preliminary plan and a written development agreement. The preliminary plan shows items such as the size and location of buildings, parking areas, open space, etc. while the written development agreement spells out the permitted uses on the property along with a variety of other details concerning zoning data, restrictions, easements, etc.

The property is for sale. Because there is currently no buyer or development proposal, the City does not have a preliminary plan. The primary purpose of this proposed rezone is to establish permitted uses and provide detail as required in the written development agreement. Staff request that once the property is purchased and development proposed, that the site plan serve as the preliminary plan and be incorporated into the master development plan as a minor amendment to the BPUD as long as it is consistent with the requirements and permitted uses stated in the written development agreement.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and Zoning is CC-1 and R-9

South: FLU is General Commercial and Zoning is CC-1

East: FLU is Residential Based Mixed Use and Zoning is MPUD (Marina Grande)

West: FLU is General Commercial and Zoning is R-9

Site Analysis

Floodplain Impacts:

Based on FIRM Map 12127C0357J revised on September 29, 2017, the property is in flood zone AE.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the Holly Hill utility service area and will be required to connect to public utilities.

Sidewalks:

Per Sec. 90.114(a) a sidewalk will be required along the property frontage.

Landscaping and Buffers:

Landscaping and buffers will be required.

Consistency with the Land Development Code

The proposed Business Planned Unit Development (BPUD) zoning designation and proposed uses have been evaluated for compatibility with the Land Development Regulations of Holly Hill.

The request is consistent with the Land Development Regulations of Holly Hill and the trend of development in surrounding 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 floor area ratio. 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 proposed within the 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.

RECOMMENDATION OF THE BOARD OF PLANNING AND APPEALS

At its regular meeting on July 6th, 2020, the Board of Planning and Appeals voted to adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and approve the associated written development agreement with the following changes:

1. Remove the following from the list of permitted uses:
 - a. Elevated boat storage
 - b. New automobile sales
 - c. New recreational vehicles and equipment sales
 - d. Veterinary clinics
2. Add as a permitted use: Control center/office for virtual businesses
3. Allow the specific container development shown in Exhibit B of the written Development Agreement

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and approve the associated written development agreement, for approximately .46 acres, located on the west side of Riverside Drive approximately 300 feet north of 2nd Street and more specifically known as 224 Riverside Drive.

ATTACHMENTS:

- CC-1 Permitted Uses (PDF)
- Development Agreement - 224 Riverside (PDF)
- General Map Views (PDF)
- Exhibit B - Container (PDF)
- Zoning, FLU and Flood Map (PDF)
- The Market (PDF)
- Property Appraiser Information Sheet (PDF)

Ordinance No. 2020-3029

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR), 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 administratively 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 immediately upon its adoption

**APPROVED AND AUTHENTICATED on this 28th day of JULY, 2020 for first
reading.**

EXHIBIT "A"**LEGAL DESCRIPTION**

LOT 13 & LAND E OF HYWAY EXC W 175 FT SUB MB 6 PG 63 BLK 26 M & C HOLLY
HILL PER OR 3957 PG 4470 PER OR 5418 PGS 3042-3043 PER OR 5744 PG 3085 PER OR
6413 PG 0202 PER OR 6589 PG 1308 PER OR 6935 PG 4383

APPROXIMATELY .461 ACRES

EXHIBIT B

DEVELOPMENT AGREEMENT

Sec. 114-593. - Permitted principal uses and structures.

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.

The development code administrator and the city planner may jointly authorize any use which is similar in character to any listed permitted use and which is clearly within the legislative intent of the classification.

(Ord. No. 2408, § 1(5.5.21.C), 8-8-95; Ord. No. 2416, § 1, 10-10-95; Ord. No. 2817, § 2, 10-9-07)

Sec. 114-594. - Prohibited uses.

The following uses are prohibited in the CC-1 district:

- (1) Asphalt batching plants.
- (2) Blood plasma centers.
- (3) Bulk storage of petroleum products and other flammable substances.
- (4) Concrete plants.
- (5) Truck and automobile salvage yards.
- (6) Temporary labor halls and similar uses, but not including employment services.
- (7) Tattoo parlors, except that tattoo parlors shall be permitted on CC-1 zoned property only within the redevelopment district overlay if approved by special exception.

(Ord. No. 2408, § 1(5.5.21.D), 8-8-95; Ord. No. 2460, § 1, 3-25-97; Ord. No. 2999, § 2, 3-13-18)

Sec. 114-595. - Permitted accessory uses and structures.

Permitted accessory uses and structures in the CC-1 district are as follows:

- (1) Advertising signs, subject to the provisions of chapter 110.
- (2) Uses customarily associated with, dependent on and incidental to the permitted principal use.
- (3) Outside display, storage or sale of goods and objects that are customarily associated with and incidental to a permitted principal use. (Refer to section 114-767.)

(Ord. No. 2408, § 1(5.5.21.E), 8-8-95)

Sec. 114-596. - Special exceptions.

Special exceptions in the CC-1 district are as follows:

- (1) Automobile service stations (type A and B) (Refer to section 114-682.)
- (2) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-691.)
- (3) Fence manufacturing and assembly. (Refer to section 114-684.)
- (4) Flea markets and farmers' markets. (Refer to section 114-676.)
- (5) Restaurants, types A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (6) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (7) Transmission repair services. (Refer to section 114-681.)
- (8) Truck and rail freight terminals.

(Ord. No. 2408, § 1(5.5.21.F), 8-8-95)

Return Recorded Document To:

Holly Hill City Clerk
 1065 Ridgewood Avenue
 Daytona Beach, FL 32117

Exhibit “B” to Ordinance No. _____

CITY OF HOLLY HILL
RIVERSIDE BUSINESS PLANNED UNIT DEVELOPMENT (BPUD)
MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2020, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Florida 32771, (hereinafter referred to as the “City”), and the CITY OF HOLLY HILL, (hereinafter referred to as the “Owner/Applicant”).

W I T N E S S E T H

WHEREAS, the Owner/Applicant 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/Applicant has clear title of the Subject Property; and

WHEREAS, the Owner/Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit “A” from CC-1 to an BPUD; and

WHEREAS, the Owner/Applicant 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/Applicant desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the City Commission seeks to implement the Community Redevelopment Area (CRA) Master Plan by focusing on the best utilization of vacant properties and blighted properties in the city, to encourage private investment and business retention; and

WHEREAS, upon the purchase of the PROPERTY, the Purchaser/Developer shall assume the duties, obligations, benefits and entitlements granted herein of Owner /Applicant as set out in this AGREEMENT; and

WHEREAS, the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations, 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, this Agreement and the accompanying Conceptual Preliminary Plan attached as Exhibit B, shall constitute the Master Development Plan; and

WHEREAS, the Owner/Applicant has 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; _____.

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 the City of Holly Hill.

3. **Title Opinion/Certification.** The Owner/Applicant will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Applicant 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 that is not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Applicant to promptly obtain the said subordination or joinder, 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.

A. Comprehensive Plan Policies specific to this Subject Property.

B. Permitted principal uses allowable on the Subject Property:

1. Administrative offices.
2. Adult day care centers.
3. Bakery.
4. Banks and financial institutions.
5. Barbershops.
6. Beauty salons.
7. Bed and breakfast accommodations.
8. Brewery.
9. Business services.
10. Catering Services.
11. Child day care centers.
12. Coffee Shops.
13. Control center/office for virtual businesses
14. Distillery.
15. Elevated boat storage.
16. General office uses.
17. Gyms and fitness studios.
18. Hotels.
19. 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.
20. Medical and dental clinics.
21. New automobile sales – Vehicles not more than 1 year older than the current model year and sold indoors, except that antique (over 45 years old) and vintage automobiles that are in like new condition, may be sold and displayed outdoors.
22. New recreational vehicles and equipment sales (including boat sales).
23. Prescription pharmacies.
24. Professional services (offices for real estate, engineering, consulting, marketing, accounting, architects, law, financial advisors and other professions that offer customized knowledge-based services to clients)
25. Rest and convalescent homes.
26. Restaurants (Type A) – This use will require, a 35 foot rear setback and a 10 foot vegetated strip along the rear of the property.

- 27. Retail sales and services.
 - 28. Specialty grocery stores.
 - 29. Veterinary clinics.
- C. Prohibited principal uses:**
- 1. Used automobile sales or rental, excluding like new antique and vintage vehicles.
 - 2. Motorized vehicle and equipment services or repair, including repair of parts
 - 3. Bars and nightclubs
 - 4. Blood bank, plasm center
 - 5. Flea market and farmers market
 - 6. Gas Station
 - 7. Labor Hall and similar uses
 - 8. Manufacturing
 - 9. Pawn shop
 - 10. Tattoo parlor
- D.** Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.
- E.** Required Open Space: 25% (buffers and retention systems can be used towards open space)
- F.** Minimum landscaping and buffer yard requirements are per the City's Land Development Code. Stormwater management facilities shall not be placed within buffer yards.
- G.** Minimum lot size area (in acreage or square footage): 20,000 square feet.
- H.** Minimum lot width (in feet): 100 feet
- I. Minimum yard setbacks:**
- 1. Front yard: 15 feet
 - 2. Side yard: 10 feet
 - 3. Rear yard: 15 feet
- J.** Maximum building height (in feet): 40 feet
- K.** Minimum parking standards are per the City's Land Development Code. Reductions may be granted subject to a parking study or other substantial and competent evidence showing that the parking proposed will be adequate to meet demand.
- L.** Utility provision and dedication: The Purchaser/Developer shall connect to the City of Holly Hill's central utility systems, when available, at their sole cost and expense.

Utility fees shall be paid to the City of Holly Hill or service provider, before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the respective service provider specifications and dedicated to the respective service provider upon final inspection, clearance, and acceptance by the service provider.

- M. Stormwater and environmental:** Parcel stormwater system shall be owned and maintained by the Purchaser/Developer 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 permits/requirements, shall be the sole responsibility of the Purchaser/Developer, 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.
- N. Transportation, site access, and traffic devices:** The Purchaser/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements, as a result of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures 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. **Architectural Design.** The design of buildings shall reflect the “Heritage” theme and the City’s architecture: Mediterranean, Spanish, Florida Vernacular, and Contemporary styles. In addition, the specific container development attached as Exhibit B may be approved with small modifications made only to conform to requirements of the Florida Building Code.

8. **Development Permits/Fees.** The Purchaser/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services to ensure 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.

9. **Parcel Development Plan Approval.** The Final Development Plan/Site Plan shall be reviewed solely by the Development Code Administrator and other City of Holly Hill staff, who upon determination that a Final Development Plan complies with all applicable development requirements shall issue the Final Development Order. Nothing contained herein exempts future development of the BPUD from other permitting requirements established by federal, state, regional or county authorities. Appeals of the Development Code Coordinator decisions in regard

to Final Development Plans shall abide by the requirements established in Chapter 82, Article V, Division 2.

10. **Amendments.** Amendments to the MDP shall be subject to the requirements of Section 114-771(g) (4) of the City of Holly Hill Land Development Regulations, which states that “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.” Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator. All amendments not qualifying as a minor amendment shall be deemed a major amendment which shall be reviewed and approved with a rezoning ordinance with review and recommendation by the Board of Planning and Appeals and two readings before the City Commission. Specific to this BPUD, if the Site Plan meets all requirements of this Development Agreement, and the City’s land development regulations, then it may be approved by the Development Code Administrator as a minor amendment to the BPUD, at which point it shall also serve as the preliminary plan and be made part of the master development plan.

11. **Obligations.** Should the Purchaser/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Purchaser/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Purchaser/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Purchaser/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City’s said liens or assessments. Notice to the Purchaser/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the Primary Owner address listed with the Volusia County Property Appraiser.

12. **Indemnification.** The Purchaser/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.

13. **Compliance.** The Purchaser/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 Purchaser/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 Purchaser/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.

14. Obligations for Improvements. Any surface improvement as described and required hereunder included, but not limited to 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 Purchaser/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 Purchaser/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Purchaser/Developer. If the Purchaser/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Purchaser/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Purchaser/Developer or their successors and assigns in 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 Purchaser/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Purchaser/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice to the Primary Owner address listed with the Volusia County Property Appraiser.

15. Concurrency and Vested Rights. The Purchaser/Developer acknowledges and agrees that prior to the issuance of any development orders for the Property, the Purchaser/Developer must have received and be in the possession of a valid unexpired certificate of capacity/concurrency management system approval consistent with the City's Land Development Code. The capacity certificate/approval verifies 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. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. This Agreement shall not create or result in a vested right or rights to develop the Subject Property.

16. **Environmental and Tree Preservation.** The Purchaser/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 or for species identified for proportion (i.e. tree preservation). This Agreement does not vest or exempt the Purchaser/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

17. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowners Association ("HOA") or Property Owners Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Purchaser/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the City has Code Enforcement services.

18. **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 Purchaser/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 Purchaser/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.

19. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Purchaser/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Purchaser/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.

20. **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.

21. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Purchaser/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

22. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

23. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Purchaser/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.

24. **Subsequently Enacted State or Federal Law.** If either state or 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.

25. **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.

26. **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.

27. **Recordation of Agreement.** An executed original of this Agreement shall be recorded by the City, at the Applicant's expense, in the Public Records of Volusia County, Florida.

28. **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.

29. **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/Applicant 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.

30. **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.

31. **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/Applicant, and the City have executed this Agreement.

OWNER/APPLICANT

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

Signature of Witness #2

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** **or** ☐ **online notarization**, this ____ day of _____, ____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:**By:** _____**Date:** _____**ATTEST:****Date:** _____

Mailing Address:
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL 32771

STATE OF FLORIDA**COUNTY OF** _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence**
or ☐ **online notarization**, this ____ day of _____, ____ (year),
 by _____, who is personally known to me or produced _____ as
 identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and
reliance by the City of Holly Hill, Florida

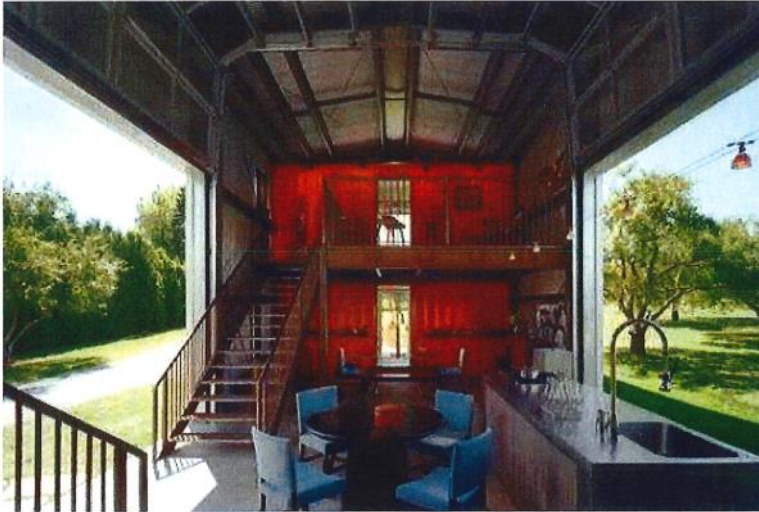
Scott Simpson
City Attorney

EXHIBIT A
Legal Description

LOT 13 & LAND E OF HYWAY EXC W 175 FT SUB MB 6 PG 63 BLK 26 M & C HOLLY
HILL PER OR 3957 PG 4470 PER OR 5418 PGS 3042-3043 PER OR 5744 PG 3085 PER OR
6413 PG 0202 PER OR 6589 PG 1308 PER OR 6935 PG 4383
APPROXIMATELY .461 ACRES

Attachment: Development Agreement - 224 Riverside (2020-O-3029 : 224 Riverside Drive - BPUD)

EXHIBIT B



Map Views

Property Size – 20,083 square feet
Zoned – CC-1 (Commercial Corridor)
FLU – Commercial
FEMA – 100% Floodprone – AE
Former Use – Mobile Home Park



Street view of the property looking west



Attachment: General Map Views (2020-O-3029 : 224 Riverside Drive - BPUD)

View directly across the street from 224 Riverside looking east



Attachment: General Map Views (2020-O-3029 : 224 Riverside Drive - BPUD)



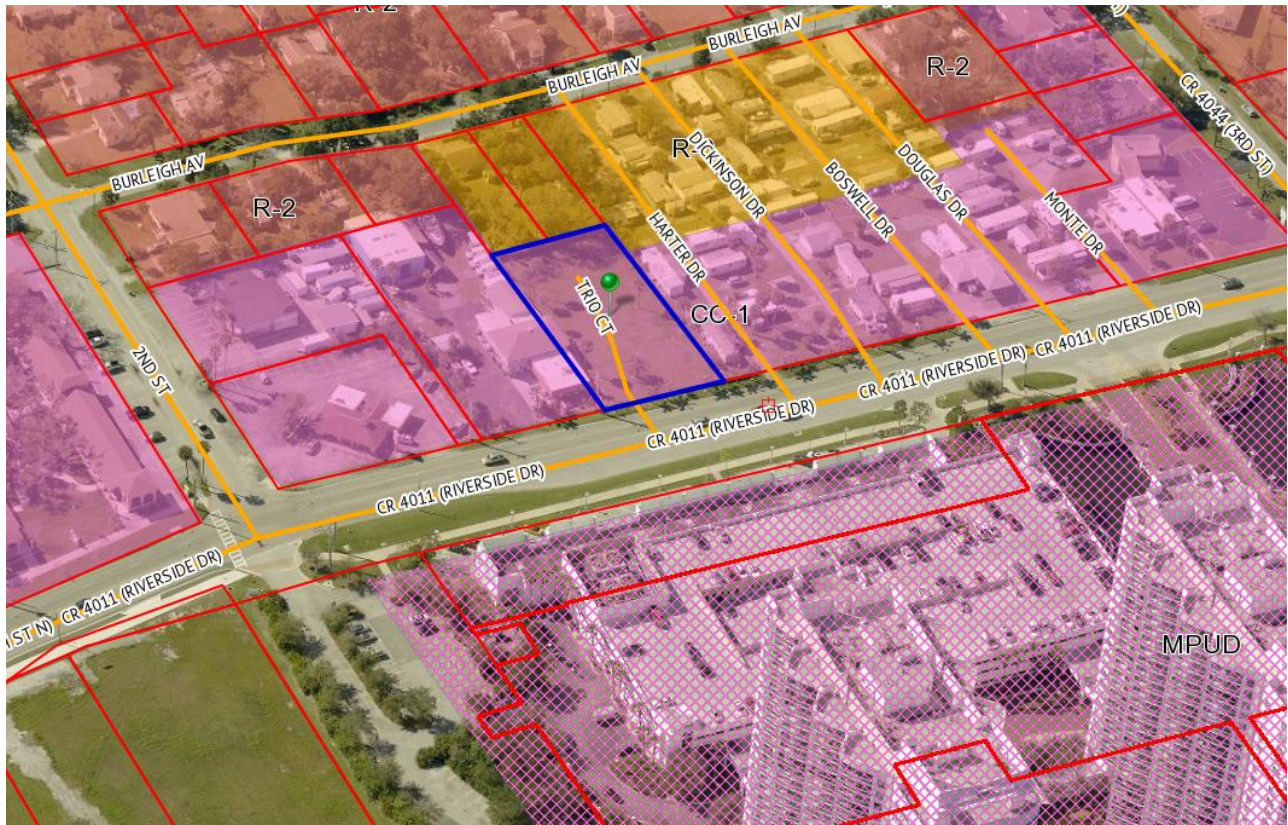
COURTESY: INDUSTRIAL ZOMBIE





COURTESY: INDUSTRIAL ZOMBIE

CC-1 Zoning



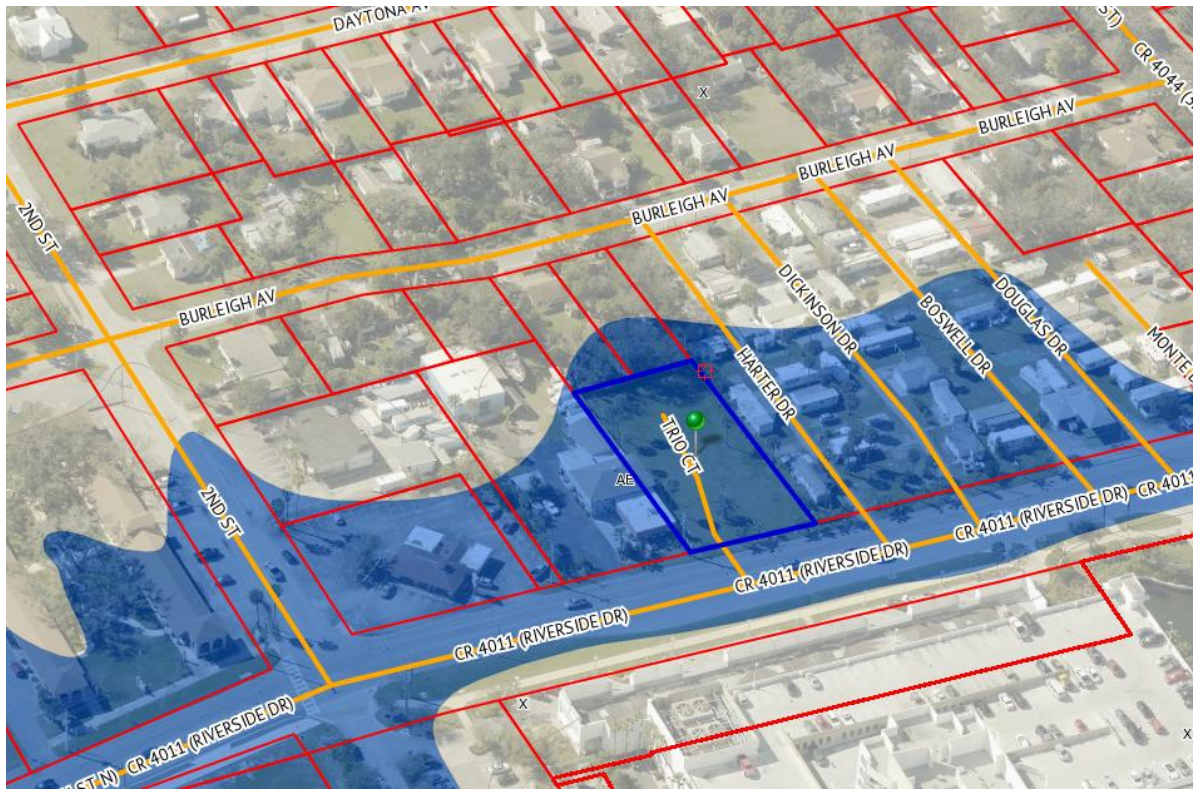
Commercial Future Land Use



Area Aerial



Flood Map



The Market



Attachment: The Market (2020-O-3029 : 224 Riverside Drive - BPUD)

Altkey: 3478282
CITY OF HOLLY HILL

Parcel ID: 533743000132
224 RIVERSIDE DR , HOLLY HILL

Parcel

Short Parcel Id 533743000132
Property Location 224 RIVERSIDE DR, HOLLY HILL, 32117
PC Code 8000 - VACANT GOVERNMENTAL
Total Bldgs 0
Neighborhood 7081 - DISTRICT 2 - MOBILE HOME PARKS
Business Name
Homestead Property No

Primary Owner

Owner CITY OF HOLLY HILL

In Care Of

Mailing Address 1065 RIDGEWOOD AVE

HOLLY HILL FL 32117 2807

[Change Mailing Address Online](#)

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	CITY OF HOLLY HILL		100	M - Municipal

Legal

Millage Group 203-HOLLY HILL
Legal Description LOT 13 & LAND E OF HYWAY EXC W 175 FT SUB MB 6 PG 63 BLK 26 M & C HOLLY HILL PER OR 3957 PG 4470 PER OR 5418 PGS 3042-3043 PER OR 5744 PG 3085 PER OR 6413 PG 0202 PER OR 6589 PG 1308 PER OR 6935 PG 4383
Map TWP-RNG-SEC 15 - 33 - 37
Subdivision-Block-Lot 43 - 00 - 0132
Date Created 29-DEC-81
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	5.40	\$96.00	\$518.40

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
6935 / 4383	WD-WARRANTY DEED	2013232189	11/25/2013	I	\$275,000
6589 / 1308	WD-WARRANTY DEED	2011074234	04/29/2011	I	\$100,000
6413 / 0202	CT-CERTIFICATE OF TITLE	2009204351	10/26/2009	I	\$100
5744 / 3085	WD-WARRANTY DEED	2006008487	01/04/2006	I	\$520,000
5418 / 3042	WD-WARRANTY DEED	2004259265	09/30/2004	I	\$217,000
3957 / 4470	WD-WARRANTY DEED	1994156580	10/15/1994	I	\$140,000
2414 / 1017	WD-WARRANTY DEED		01/15/1983	I	\$120,000

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill
Link to Permits

[CLICK HERE](#)
[CLICK HERE](#)

Other Links

Google Street Address
Bing Maps

[CLICK HERE](#)
[CLICK HERE](#)

Land & Agriculture

#	Land Code	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	8089-VAC GOV - MUNICIPAL	UNIT	9.00					10,000.00	\$90,000
2	8089-VAC GOV - MUNICIPAL	UNIT	1.00					10,000.00	\$6,500

Land Summary

1 of 2

Land Code	8089-VAC GOV - MUNICIPAL
Total Land Value	\$90,000
Value/Square Feet	
Value/Acre	
Depth Factor	1.00
Location Factor	100
Influence 1	-
Influence 2	-

Total Land Value

Total Land Value

\$96,500

AGVAL Summary

AG Value
Appraised Value
Non AG Just Value
Total Land Value

Working Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	HX Savings
2020	\$96,500	\$0	\$96,500	\$96,500	\$0

Working Tax Roll Taxable Values by Authority

Auth	Authority Name	Exemption/10Cap	Taxable
0011	REQ LOCAL EFFORT	\$96,500	\$0
0012	DISCRETIONARY	\$96,500	\$0
0017	CAPITAL IMPROVEMENT	\$96,500	\$0
0050	GENERAL FUND	\$96,500	\$0
0055	LIBRARY	\$96,500	\$0
0057	VOLUSIA FOREVER	\$96,500	\$0
0058	VOLUSIA ECHO	\$96,500	\$0
0059	VOLUSIA FOREVER I&S 2005	\$96,500	\$0
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$96,500	\$0
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$96,500	\$0
0100	HALIFAX HOSPITAL AUTHORITY	\$96,500	\$0
0200	HOLLY HILL	\$96,500	\$0
0520	MOSQUITO CONTROL	\$96,500	\$0
0530	PONCE INLET PORT AUTHORITY	\$96,500	\$0

Final Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Non-Sch Exemptions	Non-Sch Taxable	HX Savings
2019	\$96,500	\$0	\$96,500	\$96,500	\$96,500	\$0	\$0
2018	\$96,500	\$0	\$96,500	\$96,500	\$96,500	\$0	\$0

2017	\$96,500	\$0	\$96,500	\$96,500	\$96,500	\$0	\$0
2016	\$96,500	\$0	\$96,500	\$96,500	\$96,500	\$0	\$0
2015	\$96,500	\$0	\$96,500	\$96,500	\$96,500	\$0	\$0
2014	\$96,500	\$8,253	\$104,753	\$104,753	\$104,753	\$0	\$0
2013	\$96,500	\$7,712	\$104,212	\$104,212	\$0	\$104,212	\$0
2012	\$96,500	\$7,192	\$103,692	\$103,692	\$0	\$103,692	\$0
2011	\$96,500	\$7,192	\$103,692	\$103,692	\$0	\$103,692	\$0

Permit Summary

Date	Number	Description	Amount	Open/Closed
02/26/2014	14-594	REMOVE 3 MH & 1 COMM BLDG	\$0	C



Sorry, no sketch available
for this record

Item	Area