CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● AUGUST 24, 2021

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - August 3, 2021, Workshop with Fountainhead and August 10, 2021, Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 9)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2021-R-51 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding (MOU) by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (CCFAW) Renewing a Trap/Neuter/Return (TNR) Program for the Control of the Free Roaming Cat Population; Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Resolution –2021-R-52 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking the State of Florida Master Agreement No. 87013945 with Wex, Inc., for the Fueling of All Gasoline Powered City Vehicles and Equipment for FY2021-2022 and Future Adopted Budgets through December 31, 2025; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2021-R-53 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Railroad Reimbursement Agreement with the State of Florida Department of Transportation and the Florida East Coast Railway, LLC (Company) for the Installation of Certain Grade Crossing Control Devices Designated as Financial Project Number 448383-1-57-01 Located at 10Th Street, Which Crosses the Right-Of-Way of the Tracks of the Company at FDOT/AAR Crossing No. 273056X Located Near Holly Hill, Florida; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2021-R-54 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Lift Station 5 Rehabilitation to J&H Waterstop Utilities, Inc., and Authorizing the City Manager to Execute a Contract with J&H Waterstop Utilities, Inc., in the Amount Not to Exceed $239,600.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2021-R-55 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station 19 Rehabilitation (21WW04) Not to Exceed $52,765.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Resolution –2021-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract "Lime Silo Exterior Refurbishment" to Lamphier & Company and Authorizing the City Manager to Execute a Contract in the Amount of Not to Exceed $29,500.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

7. Resolution –2021-R-57 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project "3Rd Street Water Main Improvements" Not to Exceed $88,634.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

8. Granicus Master Subscription Agreement - IQM2 Agendas & Minutes Renewal for FY2022

   (Requested by Valerie Manning, City Clerk)

9. Team Volusia - Economic Development Agreement FY2021-2022

   (Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

1. Resolution –2021-R-58 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Approving a Local Government Support Agreement Summary of Terms and Authorizing the City Manager to Sign and Deliver the Letter for Inclusion in the FHFC Application Package; and Providing for Severability; and Providing for an Effective Date.

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

2. Resolution –2021-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2020-2021; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

3. Resolution –2021-R-60 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)

4. Request for Lien Reduction - 1200 Jarecki Avenue

   (Requested by Joseph Forte, City Manager)

6. PUBLIC HEARINGS

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

1. Proposed First Amendment to the Fountainhead Redevelopment Incentive Agreement

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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

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

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

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

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 24, 2021**
FROM: **Valerie Manning**
SUBJECT: **Minutes - August 3, 2021, Workshop with Fountainhead and August 10, 2021, Regular City Commission Meeting**
NUMBER: **(ID # 3429)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from August 3, 2021 workshop with Fountainhead and August 10, 2021 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- FORM 8B - Voting Conflict for Elected Officials - Comm. Roy Johnson - July 27, 2021 (PDF)
- Minutes - August 10, 2021 - Regular City Commission meeting (PDF)
- Minutes - August 10, 2021 - Workshop with Fountainhead (PDF)

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
JOHNSON ROY	CITY COMMISSION
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
1706 RIDGE AVE	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
HOLLY HILL FL 32117 / VOLUSIA	
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
JULY 27, 2021	☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

Attachment: FORM 8B - Voting Conflict for Elected Officials - Comm. Roy Johnson - July 27, 2021 (3429 : Minutes)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, ROY JOHNSON, hereby disclose that on JULY 27, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I AM THE SOLE OWNER OF PROPERTY BEING VOTED ON

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7.27.2021
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

HOLLY HILL RECEIVED
JUL 28 2021
CITY CLERK DEPT.

Attachment: FORM 8B - Voting Conflict for Elected Officials - Comm. Roy Johnson - July 27, 2021 (3429 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● AUGUST 10, 2021

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Roy Johnson
Commissioner Johnson led the invocation.

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

2. PUBLIC COMMENTS

No one spoke.

3. APPROVAL OF MINUTES

1.

Minutes - July 27, 2021, Budget Workshop and July 27, 2021 Regular City Commission Meeting

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

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

Enacted and approved this 10th day of August, 2021, in Holly Hill

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

4. CONSENT AGENDA - ITEM (1)

Mayor Via asked if there was anyone in the audience who wishes to speak on the item on the Consent Agenda and there was no one.

1.

Domestic Abuse Council of Volusia County MOU Beacon Center

(Requested by Lisa O'Neal, Police)

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

Enacted and approved this 10th day of August, 2021, in Holly Hill

5. REGULAR AGENDA

1. -2021-R-49 Resolution

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

(Requested by Stella Gurnee, Finance)
Mayor Via mentioned that he would like to see removed from the fee schedule is the $200 minimum for residential and leave it as it is. In other words, the work without a permit fee charge to residents has reverted to 2 times the permit instead of 2 times the permit or $200 at a minimum.

Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2021-R-49
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On August 25, 2020, the City Commission adopted Resolution 2020-R-39, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.

2. The Citywide Fee Schedule has been modified to incorporate 2020 changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.

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

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

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

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

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2021-2022 Proposed Citywide Fee Schedule (Attachment "A"):

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

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

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

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

SECTION 4. The City Commission hereby approves and adopts:

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

A. Creates, increases, decreases, or removes some fees.

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

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2021-2022 Proposed Citywide Fee Schedule (Attachment "A") become effective on October 1, 2021.

APPROVED AND AUTHENTICATED on this 10th day of AUGUST, 2021.

Enacted and approved this 10th day of August, 2021, in Holly Hill

2. –2021-R-50 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding Cubix Inc., the Contract to Provide Saniglaze Restoration, Everglaze Annual Maintenance and Quarterly Scrub and Rinse Services for All City Park Restrooms, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public participation.
Heidi Heller, Holly Hill, spoke briefly.
Mayor Via closed public participation.

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

RESOLUTION
2021-R-50
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDING CUBIX INC., THE CONTRACT TO PROVIDE SANIGLAZE RESTORATION, EVERGLAZE ANNUAL MAINTENANCE AND QUARTERLY SCRUB AND RINSE SERVICES FOR ALL CITY PARK RESTROOMS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF ORANGE COUNTY CONTRACT #Y19-1018-MW AND AWARDING CUBIX, INC., THE CONTRACT TO PROVIDE SANIGLAZE RESTORATION, EVERGLAZE ANNUAL MAINTENANCE AND QUARTERLY SCRUB AND RINSE SERVICES FOR ALL CITY PARK RESTROOMS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the restrooms in City parks are not able to be maintained up to city standards and restoration is desired; and

WHEREAS, proposals were received that will decontaminate, restore and preserve city park restrooms, provide the first year of required annual maintenance and provide quarterly scrub and rinse maintenance; and

WHEREAS, the City has been offered competitive pricing based on a contract awarded to Orange County, Florida.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute an agreement with Cubix, Inc., to provide SaniGLAZE restoration, EverGLAZE annual maintenance and quarterly scrub and rinse services for all city park restrooms.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

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

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

APPROVED AND AUTHENTICATED on this 10th day of AUGUST, 2021.

Enacted and approved this 10th day of August, 2021, in Holly Hill

3.

Request for Code Enforcement Lien Reduction - 1575 Hammock Lane

(Requested by Joseph Forte, City Manager)

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

Mr. Forte briefly went over the staff report for the lien reduction request for 1575 Hancock Lane, Holly Hill with the Mayor and City Commissioners. Mr. Forte is requesting to reduce the lien from $21,050.00 to the amount of **$2,163.73**. The City shall not release the $21,050.00 lien amount until payment has been received in the amount of **$2,163.73**. If payment is not received by 5:00 PM on September 10, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 10th day of August, 2021, in Holly Hill

6. PUBLIC HEARING

1. -2021-O-3041 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Commissioner Johnson stated for the record that he has filled out ***FORM 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers***, with the City Clerk before the first reading of this agenda item at the July 27, 2021 regular City Commission meeting and it's on file. He informed the Mayor and Commissioners that he is the applicant for this property, located at 1137 S. Nova Road, for the BPUD project. At this time, Commissioner Johnson left the Commission Chambers and had no communication, input or was a part of this discussion item. Commissioner Johnson was asked to come back into the Commission Chambers once the agenda item was adopted for second and final reading.

Harry Newkirk, Newkirk Engineering was present but did not have any further comments to add since first reading.

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

RESULT:	**ADOPTED AT 2ND READING [3 TO 0]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Currie, Danio
ABSTAIN:	Johnson
ABSENT:	Penny

ORDINANCE
2021-O-3041
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit "A" as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit "B" and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon adoption/recording.

APPROVED AND AUTHENTICATED on this 10th day of AUGUST, 2021 for second and final reading.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Enacted and approved this 10th day of August, 2021, in Holly Hill

7. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte asked the Mayor and Commissioners about Trunk or Treat for this year and whether or not they would like to hold it out front like they did in 2019. There was ***consensus*** to move forward in planning for the time-being; asked to send a letter to the County pertaining to Vistas at Fountainhead-Support Letter since he will be out on vacation all next week and there was ***consensus*** to send the letter to the County.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Danio wished everyone a safe school year and to keep the teachers in prayer for a safe school year.
Commissioner Johnson thanked staff for working on this project at 1137 S. Nova Road.

D. Mayor's Comments
Mayor Via mentioned that Congressman Mike Walt and himself was over at Pictona getting a tour of the facilities and played a game with Rainer and Julie Martens; Solar-Fit visit; the solar panels will be going on the YMCA pool.

8. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.

Attachment: Minutes - August 10, 2021 - Regular City Commission meeting (3429 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● AUGUST 3, 2021

City Commission Chamber | **Work Session** | **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

Attachment: Minutes - August 10, 2021 - Workshop with Fountainhead (3429 : Minutes)

1. CALL TO ORDER

a. Roll Call

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

2. FOUNTAINHEAD DISCUSSION

1.

Fountainhead Discussion

(Requested by Valerie Manning, City Clerk)
Jeanette Duerr, representing Synergy Billing located at 1200 Center Avenue along with Mike Meyer, Chief Financial Officer, Patrick Kennedy and Jason Meyer, Founder and CEO of Synergy Billing, who virtually attended the workshop. At this time a PowerPoint presentation was shown.

Commissioner Currie stated the city would be pledging $460,000 out of the job incentive money of $550,000, the city would know by the end of August if the County, in fact, is going to support. If the County does support then that all goes away anyway. It's a wash. It doesn't matter.

There was *consensus* to give a sixth (6th) month extension to Synergy Billing.

(A copy of this workshop on CD is available upon request in the City Clerk's Office or it can be heard online by visiting the city's website).

3. ADJOURNMENT

The workshop adjourned at approximately 6:50 PM.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding (MOU) by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (CCFAW) Renewing a Trap/Neuter/Return (TNR) Program for the Control of the Free Roaming Cat Population; Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.**
NUMBER: **2021-R-51**
APPLICANT:
PLANNER:

DISCUSSION:

A review of the program, as proposed by Concerned Citizens for Animal Welfare (CCFAW), demonstrates that local TNR efforts are proving effective in our community.

The current MOU expired on September 30, 2021. This MOU, once adopted, goes into effect immediately. The fee schedule is attached as part of the agreement.

FISCAL ANALYSIS:

The fees outlined in the attachment are paid to the Halifax Humane Society, Redinger Clinic for an amount not to exceed $15,000 annually for the TNR program. No fees are paid to the CCFAW. The expenditure is fully budgeted in account 001-2410-524.34-90 Code Enforcement, other services. The approval of this MOU is contingent upon approval of the fiscal year 2021-2022 budget appropriations.

STAFF RECOMMENDATION:

Authorize the City Manager to continue the TNR program in the City of Holly Hill with Concerned Citizens for Animal Welfare (CCFAW) and sign the MOU for FY2021-2022.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE RESOLUTION AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; AND PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS.

ATTACHMENTS:

- TNR Program - Signed by CCFAW 2021-2022 (PDF)

Resolution No. 2021-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City recognizes that many free roaming cats are often deemed unadoptable and unfortunately euthanized; and

WHEREAS, by partnering with the Concerned Citizens for Animal Welfare (CCFAW), cat colonies can be safely maintained; and

WHEREAS, Trap/Neuter/Return programs have been operating in Holly Hill which have demonstrated promising cost savings.

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

SECTION 1. The City Commission supports the continued memorandum of understanding partnership with the Concerned Citizens for Animal Welfare (CCFAW) in order to better serve the animals, particularly feral cats, while providing the savings of tax dollars.

SECTION 2. **SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption of the fiscal year 2021/2022 final budget appropriation by the City Commission.

APPROVED AND AUTHENTICATED on this 24th day of AUGUST, 2021.

HOLLY HILL
FLORIDA

HOLLY HILL TNR PROGRAM
CITY OF HOLLY HILL RESPONSIBILITIES
FY2021-2022

1. The City of Holly Hill TNR Program only includes the cat spay or neuter, rabies and distemper shots, ear tipping and pain medications. The City of Holly Hill pays an additional charge if the cat is pregnant.
   Note: ***Holly Hill only pays for flea medication if the cat is infested with fleas and the cat must be treated prior to surgery.***
2. The City of Holly Hill does NOT pay for feline leukemia/fiv tests; feline leukemia shots; microchipping; worming; flea medications (unless required to do surgery); or any other veterinary costs that are not related to the spay or neuter under the TNR Program.
   Note: CCFAW does NOT provide these tests or procedures.
3. It is the responsibility of the caregiver to trap and transport the cat to and from the veterinarian or spay-neuter clinic.
4. It is the responsibility of the caregiver to monitor the cat after surgery and to assess its condition for release.
5. Once the cat is fixed, it is returned by the caregiver to the colony.
   RELOCATION DOES NOT WORK WITH FREE ROAMING OR FERAL CATS.
6. It is the responsibility of the caregiver to provide food and/or shelter for the cats in their colony.
7. Caregivers who do not follow the rules set down by the City of Holly Hill and/or CCFAW will be eliminated from the program.

NOTES:

a) The ears of all free-roaming or feral cats are tipped in accordance with the accepted procedure from the Alley Cat Allies website.
b) If the caregiver is going to put the cat up for adoption, they must notify CCFAW that the ear is not to be tipped. The caregiver must also reaffirm this with the clinic when the cat is dropped off for surgery.
c) CCFAW and/or The City of Holly Hill are not responsible if ear tipping information is not given to the veterinarian prior to surgery.
d) If the caregiver traps kittens or cats that are adoptable, it is up to the caregiver to foster and then find homes for these animals.
e) The City of Holly Hill and/or CCFAW do not take cats or kittens for adoption.
f) CCFAW can post the cats or kittens on Facebook and on Adopt-A-Pet to help them get adopted.

Attachment: TNR Program - Signed by CCFAW 2021-2022 (2021-R-51 : TNR Program with CCFAW Continuation Agreement FY2021-2022)

g) If CCFAW has room in the kitten cages at PetSmart or if one of the other rescues that we work with has room at their venue, we could consider letting the caregiver bring the kittens each adoption day and then pick them up the same day if they are not adopted.

h) Adoption rules and regulations set forth by CCFAW do apply to any cat or kitten adopted at one of the CCFAW or its affiliates venues.

i) **Attached hereto is the TNR fee schedule to be charged to the City.**

City of Holly Hill, Florida

_____

Joseph A. Forte, City Manager

Date: _____

CCFAW Representative

Pat Mihalic

Pat Mihalic, CCFAW

Date: 7/24/21

Attachment: TNR Program - Signed by CCFAW 2021-2022 (2021-R-51 : TNR Program with CCFAW Continuation Agreement FY2021-2022)

HOLLY HILL TNR FEE SCHEDULE

PROCEDURE	REDINGER FEE	
CAT SPAY	$45.00	
CAT NEUTER	$45.00	
PREGNANT CAT	Included	
RABIES & DISTEMPER SHOTS	Included	
*EAR TIPPING	Included	
*PAIN SHOT	Included	
*FLEA MEDICATION	Included	
*EUTHANASIA	SEE BELOW	

*EAR TIPPING – The cats left ear is tipped in accordance with the method used by Alley Cat Allies. The Alley Cat Allies website at www.alleycat.org provides detailed information on proper ear tipping procedures.

*PAIN SHOT – Redinger Clinic includes the pain shot in the cost of surgery

*FLEA MEDICATION – Flea medication is used if the cat has fleas that would interfere with proper surgery procedures. Applied at no cost to the City of Holly Hill.

*EUTHANASIA – If the cat has a life threatening condition please call CCFAW so they can notify the caregiver that the cat must be euthanized. We do not euthanize FIV cats unless the cat is not fit to return to the colony.
Euthanasia Fee Schedule: Cat is euthanized for the cost of the surgery with no cremation fee.

*EXAMINATION – After the cat is anesthetized an examination is performed on the cat to determine if the cat is fit for surgery and can be returned to the wild. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to the wild (abscesses; scabies; wounds; etc.) the City of Holly Hill will not be charged for these conditions.
Note: CCFAW will pay for the procedure at no cost to the City of Holly Hill.

The City of Holly Hill does NOT pay for feline Leukemia/FIV tests; Feline Leukemia shots; microchipping; worming; or any other veterinary costs that are not related to the spay or neuter under the TNR Program.
Note: CCFAW does not provide these tests or procedures unless contacted by Redinger veterinarian for authorization.

Caregiver Responsibilities

1. It is the responsibility of the caregiver to trap and transport the cat to and from the veterinarian or spay-neuter clinic.

2. It is the responsibility of the caregiver to monitor the cat after surgery and to assess its condition for release as per TNR Instructions provided at colony registration.

3. CCFAW must be notified and approve cats/kittens that are up for adoption and require "no eartip". All cats/kittens that are not eartipped must be microchipped at caregiver expense.
Note: The City of Holly Hill and/or CCFAW do not take cats or kittens for adoption.

4. Once the cat is fixed it is returned by the caregiver to the colony.
RELOCATION DOES NOT WORK WITH FREE ROAMING OR FERAL CATS.

5. Caregivers who do not follow the rules set down by the City of Holly Hill and/or CCFAW in the Caregiver agreement will be eliminated from the program.

Attachment: TNR Program - Signed by CCFAW 2021-2022 (2021-R-51 : TNR Program with CCFAW Continuation Agreement FY2021-2022)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking the State of Florida Master Agreement No. 87013945 with Wex, Inc., for the Fueling of All Gasoline Powered City Vehicles and Equipment for FY2021-2022 and Future Adopted Budgets through December 31, 2025; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-52**
APPLICANT:
PLANNER:

DISCUSSION:

The City has been using the Volusia County fueling facility located on Walker Street for all of the gasoline fuel powered city vehicles and equipment. That facility has been closed and sold, which will require the city to seek alternative locations for fueling of vehicles and equipment.

The WEX card program is a State of Florida contract to allow fueling of government vehicles and receive a tax rebate for federal and state/local taxes. The WEX card is accepted at all fueling stations within the City but will limit the users to either Murphy Fueling next to Walmart at the corner of Nova Road and Flomich Street or Buc-ee's on LPGA, which is most convenient. The City will continue to have access to the Volusia County Facilities on Indian Lake Road in case of emergencies or during power outages.

The annual requested amount for this authorization is up to $150,000.00 annual use or the budgeted amounts in the adopted 2021 budget and future adopted budgets through December 31, 2025. Future years are contingent on budget appropriations by City Commission.

This amount is higher than the current spending level with Volusia County but this is to ensure in case of emergencies the limit is available to continue operating the equipment and vehicles during any emergency.

Piggyback Agreements

WEX Card System has a contract with the State of Florida (No. 78181701-21-NASPO-ACS) Fuel Card Services for the processing of fuel purchases.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the 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 the 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 requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The expenditures of $156,700 related to the purchase of fuel supplies are funded in each department/division adopted budget of current year and appropriated future years budgets.

STAFF RECOMMENDATION:

Approve Piggybacking the State of Florida Master Agreement No. 78181701-21-NASPO-ACS and the use of WEX Card System for the purchase of Fiscal Year 2020-2021 adopted budget for fuel and subsequent fiscal years until the termination of the state contract on December 31, 2025 and authorize staff to start using the WEX Card system.

COMMISSION GOAL:

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

MOTION:

APPROVING PIGGYBACKING THE STATE OF FLORIDA MASTER AGREEMENT NO. 78181701-21-NASPO-ACS WITH WEX, INC., FOR THE FUELING ALL OF THE GASOLINE POWERED CITY VEHICLES AND EQUIPMENT FOR THE FISCAL YEAR 2020-2021 AND FUTURE ADOPTED BUDGETS THROUGH DECEMBER 31, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- WEX_FL_-Contract-Signed(PDF)
- WEX Inc Tax Package W Exempt (PDF)
- WEX -CITY-APPLICATION (PDF)
- Florida Collaterals (PDF)

Resolution No. 2021-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE STATE OF FLORIDA MASTER AGREEMENT NO. 87013945 WITH WEX, INC., FOR THE FUELING OF ALL GASOLINE POWERED CITY VEHICLES AND EQUIPMENT FOR FY2021-2022 AND FUTURE ADOPTED BUDGETS THROUGH DECEMBER 31, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE STATE OF FLORIDA MASTER AGREEMENT NO. 87013945 WITH WEX, INC., FOR THE FUELING OF ALL GASOLINE POWERED CITY VEHICLES AND EQUIPMENT FOR FY 2020-2021 AND FUTURE ADOPTED BUDGETS THROUGH DECEMBER 31, 2025; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been using the Volusia County fueling facility on Walker Street for all of the gasoline fuel powered City vehicles and equipment; and

WHEREAS; the Volusia County fueling facility on Walker Street has been closed and sold; and

WHEREAS, the City is required to seek alternative locations for fueling of vehicles and equipment; and

WHEREAS, the State of Florida has a master agreement with WEX, Inc., for purchasing fuel; and

WHEREAS, the City desires to piggyback the State of Florida master agreement No. 78187101-21-NASPO-ACS) with WEX, Inc., for fueling all gasoline powered vehicle and equipment; and

WHEREAS, the WEX card is accepted at all fueling stations within the City; and

WHEREAS, the City will limit users to use either the Murphy station by Walmart at the corner of Nova Road and Flomich Street or Buc-ee's on LPGA Blvd, which is most convenient.

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

SECTION 1. That the City Commission of the City of Holly Hill approve piggybacking the State of Florida master agreement No. 7818701-21-NASPO-ACS with WEX, Inc.

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

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

APPROVED AND AUTHENTICATED on this 24th day of AUGUST, 2021.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services

This Alternate Contract Source ("ACS" or "Contract") No. 78181701-21-NASPO-ACS; for Fuel Card Services, is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and WEX Bank, 1 Hancock Street, Portland, Maine 04101 (Contractor), registered to do business in Florida as Wex Inc., collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

> To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the Department evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and in the best interest of the State.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective October 1, 2020, and its term currently ends on December 31, 2025 The Master Agreement has five years of renewals available. The ACS will become effective on April 6, 2021, or on the date signed by all Parties, whichever is later. The ACS will expire on December 31, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibit A, Exhibit B, Exhibit C, and this Contract document constitue the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement (Exhibit D). All exhibits

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This ACS document and amendments, with the latest issued having priority.
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Schedule of Points and Fees
e) Exhibit D: Cooperative Purchasing Master Agreement No. 00819, Fleet Card Services

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. National Annual Volume

The National Annual Volume Incentive will be applied as an ancillary credit for each Customer.

4. Purchases off this ACS.

Upon execution of this ACS, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Denise Baumgart
Strategic Relationship Manager
WEX Inc.
1 Hancock Street
Portland, ME 04101
Telephone: (913) 538-6781
Email: denise.baumgart@wexinc.com

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

CONTRACTOR
Wex Bank

DS
ASR

DocuSigned by:
C12BE2BB9446476...

Tim Laukka, President

4/5/2021 | 12:28 PM PDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:
991459A21110443...

Tami Fillyaw, Chief of Staff

4/5/2021 | 5:35 PM EDT

Date:

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

Department of MANAGEMENT SERVICES
We serve those who serve Florida

ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

A. Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of a subcontractor, reseller, distributor, or dealer. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

B. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers must have met the following requirements, unless further notated below:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com) *only required if receiving payment.
   - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
   - Comply with E-Verify requirements set forth in section 448.095, F.S, if applicable.
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com) *only required if receiving payment.
   - For subcontractors, affiliates, partners, resellers, distributors, and dealers (Third Party Entities) fulfilling any Customer purchases and receiving payment from a Customer, Contractor shall include in any agreement with such Third Party Entities that they shall adhere to the requirements set forth above, if applicable, prior to fulfilling any Customer purchases.

C. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 60 calendar days after the first full quarter following Contract execution.

   Reports must be submitted in MS Excel format in a format agreed upon between contractor and the Department's contract manager. The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports within the timeframe specified by the Department and the contractor.

D. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

   The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

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Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 60th calendar day after the close of each State fiscal quarter	$250

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 60 calendar days after close of the period
Quarter 2 - (October-December) – due 60 calendar days after close of the period
Quarter 3 - (January-March) – due 60 calendar days after close of the period
Quarter 4 - (April-June) – due 60 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

E. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:

a. Contract compliance
b. Savings report (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

F. The following sections of Exhibit B, Special Contract Conditions are hereby deleted in their entirety:

Section 3.1 Pricing
Section 3.2 Pricing Decreases
Section 3.4 Purchase Order
Section 3.7 Transaction Fees
Section 6.4 Inspection and Acceptance of Commodities

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

Section 6.5 Safety Standards
Section 6.8 Waiver
Section 7.1 Workers' Compensation Insurance
Section 7.2 General Liability
Section 7.3 Florida Authorized Insurers
Section 7.4 Performance Bond
Section 7.5 Indemnfifcation
Section 7.6 Limitation of Liability
Section 11.3 Performance Delay
Section 11.4 Force Majeure , Notice of Delay, and No Damages for Delay.

G. The following sections of Exhibit B, Special Contract Conditions are hereby replaced in their entirety:

a. Section 2.3.1, Suspension of Work
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide advance written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

b. Section 2.3.2, Termination of Convenience
The Contract may be terminated by the Department in whole or in part at any time subject to advance written notice of no fewer than 30 days, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor

c. Section 3.5, Travel
Travel expenses are not reimbursable.

d. Section 5.2, Dispute Resolution, Governing Law, and Venue
In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all

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such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

e. Section 6.2, Assignment
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract upon prior written notice to the Contractor.

f. Section 8.1.2(d)
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. Subject to any retention of data required by applicable taxing authorities. 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.

g. Section 9, Data Security
Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

h. Section 13.1, Background Check
The Department or Customer may request the Contractor to conduct background checks of its employees providing services under this Contract (directly or indirectly) and/or perform appropriate screening of all agents, representatives, and subcontractors providing services under this Contract (directly or indirectly). The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors should they fail a background check and/or screening process. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within five (5) calendar days (or sooner as directed by the relevant Contractor policy) any conviction (or plea of no contest) for any disqualifying offence listed in 13.3 below, that triggers reporting obligations pursuant to the relevant Contractor policies. The Contractor must promptly notify the Contract Manager of all details concerning any reported conviction. Upon the reasonable request of the Department or Customer, the Contractor will re-screen any of its employees providing services under this contract (directly or indirectly) or request re-

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screening of any agents, representatives, and subcontractors providing services under this contract (directly or indirectly) in each case during the term of the Contract.

i. Section 13.2, E-Verify
The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution. This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S. This section shall only be deemed to apply to the extent Contractor is subject to the applicable State E-Verify laws

j. Section 13.3 Disqualifying Offenses
If at any time it is determined that a person directly or indirectly providing commodities and services under this Contract has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

k. Section 13.4, Confidentiality

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The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) 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 Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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EXHIBIT C
SCHEDULE OF POINTS AND FEES

1. **Incentive Share #1 – Standard Volume Incentive** – Each Customer will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

   Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

   Basis Points Offered: 170 basis points (1.70%)

2. **Incentive Share #2 – Prompt Payment Incentive** – Each Customer will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

   Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

   Note: The payment terms for the Master Agreement is forty-five (45) days.

Basis Points Offered:

Avg File Turn Days	Basis Point
1	20
2	19
3	18
4	17
5	16
6	15
7	14
8	13.5
9	13
10	12.5
11	12
12	11.5
13	11
14	10.5
15	10
16	9.5
17	9
18	8.5
19	8.125
20	7.75

Avg File Turn Days	Basis Point
21	7.375
22	7
23	6.625
24	6.25
25	5.875
26	5.5
27	5.125
28	4.75
29	4.375
30	4
31	3.75
32	3.5
33	3.25
34	3
35	2.75
36	2.5
37	2.25
38	2
39	1.75
40	1.5

Avg File Turn Days	Basis Point
41	1.25
42	1
43	0.75
44	0.5
45	0.25
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0

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3. **Incentive Share #3 – National Annual Volume Incentive** – Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

   National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

   Basis Points Offered:

Total Annual Spend	Basis Points
$50,000,000 – $100,000,000	**10**
$100,000,001– $200,000,000	**15**
$200,000,001– $300,000,000	**20**
$300,000,001– $400,000,000	**25**
$400,000,001+	**30**

FEES

Below is a list of fees allowed under this Master Agreement. If choosing to charge these fees throughout the agreement, indicate the amount and/or rates here.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	$15.00 per occurrence

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COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00819

FLEET CARD SERVICES

For Use by Eligible Participating States

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

WEX BANK

Dated October 1, 2020

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

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COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00819

FLEET CARD SERVICES

This Cooperative Purchasing Master Agreement ("Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and WEX Bank, a Utah corporation ("Contractor") and is dated as of October 1, 2020.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1); RCW 39.26.080(3). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to any other local or federal government agency or entity, any public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is led by state procurement officers from member states. NASPO ValuePoint does not award contracts, rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting Master Agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a Master Agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that Master Agreement by executing a Participating Addendum with the awarded contractor. Until a Participating Addendum is executed by the applicable state (a 'participating state'), no agency or other eligible organization (a 'purchasing entity') may utilize the products and services offered pursuant to the cooperative purchasing Master Agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as a part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00719/00819 dated June 4, 2019 regarding Commercial Card Services, resulting in two separate Cooperative Purchasing Master Agreements. Eleven (11) states indicated an intent to utilize the resulting cooperative purchasing Master Agreement.

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F. Enterprise Services and a stakeholder team consisting of representatives from Washington, Oregon, California, Colorado, and Minnesota evaluated all responses to the Competitive Solicitation and identified Contractor as the Apparent Successful Bidder (ASB) Category 2 – Fleet Card Services.

G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Master Agreement is to enable Participating or Purchasing Entities to utilize Commercial Card Services – Fleet Card Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Master Agreement starts on October 1, 2020 and ends on December 31, 2025; The Fleet Card services provided pursuant to this Master Agreement start January 1, 2021 and end on December 31, 2025; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Rebate: Contractor provides timely and accurate rebates as detailed in this Master Agreement and Participating Addendums.

Provided, further however, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the Participating Addendum execution date so as to effectuate a smooth transition for Participating States and Purchasing Entities for Fleet Card services to start on January 1, 2021.

2. PARTICIPANTS. Use of this Master Agreement may be authorized by Participating States for use by Purchasing Entities as set forth herein.

2.1. PARTICIPATING STATES. For the purpose of this Master Agreement, a Participating State shall mean: any state, or U.S. territory (e.g., District of Columbia, Puerto Rico, etc.) ("State") that executes a Participating Addendum with the Contractor. Such Participating Addendum will authorize Purchasing Entities for such Participating State and must be executed by the chief procurement officer for the applicable Participating State; *provided however*, that some States, with state authority to do so and permission from such state chief procurement officer, may authorize local governments, political subdivisions, and other entities to execute a Participating Addendum. Contractor may not provide Fleet Card Services under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed.

2.2. PURCHASING ENTITIES. For the purpose of this Master Agreement, a Purchasing Entity is any eligible entity authorized by a Participating State to participate in the Master Agreement (i.e. to purchase from the Master Agreement) pursuant to a Participating Addendum. Purchasing Entities may be required to execute a Card User Agreement (CUA) as outlined in this Master Agreement and shall be financially committed to the card account unless otherwise agreed to in the Participating Addendum.

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2.3. PARTICIPATING ADDENDUM. For the purpose of this Master Agreement, a Participating Addendum is the document executed between a Participating State and Contractor that enables eligible Purchasing Entities to utilize the Master Agreement. The terms and conditions set forth in the Master Agreement are applicable to any Purchasing Entity except to the extent altered, modified, supplemented, or amended by a Participating Addendum. The Participating Addendum enables Participating States to specify state specific administrative terms and conditions to enable utilization of the Master Agreement. In no event shall a Participating Addendum change the material terms and conditions set forth in this Master Agreement. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

2.4. PARTICIPATING ADDENDUM CHANGES. Participating Addenda shall not be construed to amend the Master Agreement provisions pertaining to NASPO ValuePoint program requirements.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. SCOPE. Pursuant to this Master Agreement, Contractor is authorized to provide only those goods and services set forth in *Exhibit A – Fleet Card Products* and *Exhibit G Fleet Card Requirements* and provide the Rebate/Incentive Share as set forth in *Exhibit B – Rebate/Incentive Share*. Contractor shall not represent to any Participating or Purchasing Entity under this Master Agreement that Contractor has contractual authority to provide any goods and services beyond those set forth in *Exhibit A – Fleet Card Products* and *Exhibit G Fleet Card Requirements*.

3.2. LEAD STATE'S ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT. Subject to mutual written agreement between the parties, Enterprise Services reserves the right to modify the goods and services included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement.

3.3. INCENTIVE SHARE ADJUSTMENT. Incentive share and fees shall remain firm and fixed for the term of the Agreement. Enterprise Services reserves the right to negotiate a greater incentive share at any time during the life of the Agreement. A greater incentive share must be mutually agreed between the Parties. A Participating State may negotiate the specifics of the Incentive Share Component, but shall not exceed the total basis points offered by the Contractor.

3.4. PRICE CEILING. Contractor's Basis Points as set forth in this Master Agreement shall be fixed. Contractor's fees (e.g. overnight card delivery and international transactions) set forth in this Master Agreement shall be the maximum fees Contractor may charge during the term of the Master Agreement.

3.5. MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to the eligible Participating Entities.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any Card User Agreement (CUA) is placed pursuant to this Master Agreement and Participating Addendum. If, at the time of any such agreement, Contractor cannot make such representations and warranties, the Contractor shall not process any additional CUA and shall notify Enterprise Services, in writing, of such breach as soon as commercially reasonable but, in no event, later than ten (10) days after Contractor has knowledge of any such breach.

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4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and that, if required to by law, it will register with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that it will do the equivalent, to the extent required, for any Participating State for which it executes a Participating Addendum.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.4. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Participating Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any Participating Addendum entered into pursuant to the Master Agreement.

4.5. EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractors bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.6. INTENTIONALLY DELETED.

4.7. INTENTIONALLY DELETED.

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4.8. QUALITY OF GOODS AND SERVICES. Contractor represents and warrants that any goods and services provided pursuant to this Master Agreement, shall conform to this Master Agreement and Cardholder User Agreement, and shall be provided in full compliance with applicable law.

4.9. NO EFFECT OF ADDITIONAL TERMS AND CONDITIONS. Other than the terms and conditions listed in *Exhibit E - WEX Forms and Specific Terms & Conditions*, attached hereto, the terms of which shall govern the parties' relationship with respect to the relevant subject matter, Contractor represents and warrants that any Authorized Users agreement to "click through" or other terms and conditions shall not be binding and shall have no force or effect as to the Services of this Master Agreement or Participating Addendum, unless agreed to in writing between the parties. Without prejudice to first sentence of this Section 4.9, the parties agree that the terms and conditions listed in Exhibit E do not modify, amend or change the Master Agreement in any way and if there is a conflict between Master Agreement and any of the terms in Exhibit E, Master Agreement will govern. The parties agree that the "WEX Click Through Agreement" as set forth in Exhibit E shall apply with respect to any Purchasing Entity's use of the WEX website, notwithstanding anything to the contrary in the click-through terms and conditions that any Purchasing Entity shall click to approve in order to access such website.

4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participating Entity's employees. Contractor further represents and warrants that it will do the equivalent for any Participating State for which it executes a Participating Addendum.

4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.12. STATEWIDE PAYEE DESK. Contractor represents and warrants that, prior to conducting any transactions under this Master Agreement, Contractor will register with Washington's Statewide Payee Desk, which registration is a condition to invoice payment for the State of Washington.

4.13. MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Participating Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.

4.14. MASTER AGREEMENT TRANSITION. Contractor covenant that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of nine (9) months to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and all other Participating Entities.

5. USING THE MASTER AGREEMENT – ESTABLISHING A CARD USER AGREEMENT.

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5.1. ESTABLISHING A CARD USER AGREEMENT (CUA). Purchasing Entities shall establish a Card User Agreement as described in Exhibit D or as modified by the Participating State's Participating Addendum in order to receive cards, establish access to the online system, and leverage any other goods and services from this Master Agreement.

5.2. EXTENSION OF CREDIT. Contractor in its sole discretion extends credit and establishes accounts for Purchasing Entities. Contractor may research the financial condition of any Purchasing Entity. If requested, Purchasing Entity agrees to furnish Contractor copies of its official and finalized financial statements or other applicable financial information no later than 120 days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year over year and shall be in accordance with the books and records of Purchasing Entity. Any financial information submitted shall be kept strictly confidential by Contractor.

(a) Purchasing Entities or any other entity or individual authorized by a Purchasing Entity to use an account opened pursuant to this Master Agreement or, as applicable, a Participating Addendum, or cards issued by Contractor pursuant to this Master Agreement or, as applicable, a Participating Addendum (each such entity or individual an "Account User") can make purchases up to the credit limit that is assigned by Contractor. The credit limit appears on the billing statement and can be monitored via WEXOnline®. Each Purchasing Entity shall not to exceed its credit limit. Contractor may change the credit limit without prior notice. Contractor will use its best efforts to provide advance notice of any changes to the credit limit. If Contractor is unable to provide advance notice, Purchasing Entity will receive notification promptly following any such change. If Contractor has previously permitted Participating Entity to exceed its credit limit, it does not mean that Contractor will permit Participating Entity to exceed its credit limit again.

(b) Contractor may suspend an account or refuse to authorize any transaction in its sole discretion and specifically in the event that: (i) any balance is past due more than 60 days (Purchasing Entity are contacted by WEX strategic receivables team prior to suspension. Should the authorized contact not respond, WEX strategic receivables will notify the Purchasing Entity's WEX premium fleet account manager to escalate concern to other contacts within that Purchasing Entity); and/or (ii) the amount of the transaction plus the outstanding balance (including transactions authorized but not yet posted) exceeds the credit limit. Contractor shall notify the Purchasing Entity prior to account suspension for past due balances or exceeding credit limits. Each Purchasing Entity shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the account. Nothing contained in this Master Agreement prevents Purchasing Entity or an Account User from requesting a modification of the credit limit.

5.3. ACCOUNTS AND ACCOUNT USERS.

(a) Purchasing Entity shall designate its Account Users as well as those contacts authorized to: (i) provide Contractor with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Purchasing Entity will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Contractor's customer service department or through Contractor's online system. Purchasing Entity remains liable for any unauthorized use until Contractor receives notice of any change in or removal of any Account User or contact. Contractor is

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

authorized to take instruction from any Account User or contact with apparent authority to act on Purchasing Entity's behalf. Unless Purchasing Entity reports any errors in Account information or Cards, Contractor is entitled to rely on that information for servicing the Account.

(b) Purchasing Entity is responsible for notifying Contractor of any revocation of any Account User's authority and Purchasing Entity shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Contractor. Purchasing Entity agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Purchasing Entity assumes all risk if Purchasing Entity chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account. Purchasing Entity agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Purchasing Entity is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

(c) All Cards will be valid through the expiration date listed on the Card. Participating Entity will automatically receive new Cards prior to the expiration date of their current Cards. Standard delivery time for renewal cards is 30 to 45 days prior to the card expiration. Purchasing Entity's may request an earlier renewal timeframe if necessary.

(d) Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Purchasing Entity shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Purchasing Entity agrees that Purchasing Entity's use of Cards or Accounts is deemed acceptance by Purchasing Entity of this Agreement's terms.

(e) Contractor is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

5.4. DISPUTED AMOUNTS.

(a) Purchasing Entity shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.

(b) During dispute a temporary credit may be placed on Purchasing Entity's account. All disputed items must be submitted in writing within sixty (60) days from the billing date or they will be final and binding. Purchasing Entity may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Purchasing Entity does not believe it is liable for that amount.

(c) Transactions made at an island card reader where the Purchasing Entity or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the transaction information submitted by the

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

merchant. It is also important to note that island card reader transactions require both a valid card and DID to be authorized.

(d) Transactions in dispute may qualify for charge back to the merchant. Contractor shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Purchasing Entity may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.

5.5. NOTICE OF LOSS, THEFT OR UNAUTHORIZED USE. In the event that Purchasing Entity or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Purchasing Entity would like to terminate an Account User, Contractor must be immediately notified by calling 1-800-492-0669.

5.6. CONTROLS. Purchasing Entity may request that Controls be applied to its Account(s).

5.7. UNAUTHORIZED USE AND UNAUTHORIZED TRANSACTIONS.

(a) The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Contractor. The product codes are assigned by each merchant and not by the Contractor. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.

(b) Default Control values are only assigned by Participating Entity through the online product. More detailed information related to Controls and their limitations is available online. Contractor is not responsible for the prudence of any particular Control level selected by Participating Entity. Contractor shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Purchasing Entity remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Contractor. The existence and/or use of Controls will not affect Purchasing Entity's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when Purchasing Entities make Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

(c) Contractor may, in its sole discretion and/or without prior notice, modify Authorization Controls for the purpose of the prevention of suspected fraudulent activity, see Exhibit G Section 15 Fraud Protection. Contractor will notify Purchasing Entity after any modification is made. Purchasing Entity agrees it is responsible for reviewing fraud control data provided by Contractor for the purpose of detecting fraud that may occur within Control parameters.

5.8. REPORTS AND OTHER PRODUCT FEATURES.

(a) Contractor provides transaction data for each Account to the Purchasing Entity as transmitted by merchants. Purchasing Entity is responsible for reconciling that data. Contractor will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any specialty reports, management reports, data services or other information services provided. In

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

addition, Purchasing Entity understands that in the event an error is identified in a report, such as incorrect product code, Purchasing Entity is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

(b) Except as otherwise expressly provided below, Purchasing Entity will be liable to Contractor for all unauthorized use or Unauthorized Transactions that occur: (i) when a Card is lost or stolen, for the period prior to which a Purchasing Entity gives notice to Contractor as provided in this Agreement; (ii) if such use or suspected use occurs as a result of the Purchasing Entity's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in this Agreement; or (iii) if such use results in a benefit, directly or indirectly, to the Purchasing Entity or Account User. Misuse as defined by Purchasing Entity internal Purchasing Entity policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.

(c) Purchasing Entity may purchase dyed special fuel using its Account or Cards. Purchasing Entity acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Contractor is not liable in any way for any misuse or mishandling by Purchasing Entity of any dyed special fuel. Upon request from applicable governmental authorities, Contractor may provide information regarding Participating Entity's dyed special fuel purchases without prior authorization from Purchasing Entity.

5.9. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Agreement, the Participating Addendum or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor.

(a) On-Site Requirements. Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, or other security requirements required by any Participating State or Purchaser Entity while on their premises. Purchase Entities shall clearly communicate any such requirements to Contactor in the event Contractor is on their premises.

5.10. INTERNATIONAL USE OF CARDS/CURRENCY CONVERSION.

(a) Cards are issued for use by Purchasing Entity's United States based operations, but may be used in Canada. Purchasing Entity may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Purchasing Entity will: (i) be billed in US Dollars; and (ii) receive reporting in English.

(b) Contractor will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Contractor using rates available from the Oanda Index for the date that the Transaction is posted by Contractor, which rate may vary from the rate Contractor itself receives, or the government mandated rate in effect at that time.

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

6. STATEMENTS & PAYMENT.

6.1. CONTRACTOR STATEMENT. Contractor shall submit to Purchasing Entity's designated statement contact properly itemized account statements on a monthly basis. Such statements shall itemize the following:

(a) Master Agreement No. 00819

(b) Participating Addendum No.

(c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Purchasing Entity Service Representative)

(d) Contractor's Federal Tax Identification Number

(e) Statement amount; and

(f) Payment terms, including any available prompt payment discounts.

Statements will not be processed for payment until receipt of a complete statement as specified herein.

6.2. PAYMENT.

(a) Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due in full within the earlier of (a) forty-five (45) days of statement or (b) the date required pursuant to the applicable Participating Entity's prompt pay act or similar legislation, in each case on or before the relevant cutoff time on or before the Due Date. If Purchasing Entity fails to make timely payment(s) (i.e., by the applicable Due Date) in full, such failure shall constitute a "Payment Default." "Due Date" means the date on which the repayment of the balance of the account is due as provided on a billing statement. In the event of a Payment Default, Contractor may invoice in the amount of up to one percent (1%) per month on the amount overdue or a minimum of $1 (or as otherwise agreed in the applicable Participating Addendum) (the "Late Fee"). The Late Fee will be applied to the Total Outstanding Balance (as defined below) on the Calculation Date, not to exceed the amount allowable by applicable law]. The "Calculation Date" is the earlier of (a) the posting date for the Purchasing Entity's payment in full of the invoiced amount to its account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled transactions delivered by a merchant to Contractor, and minus any credits that have posted to the account, through the Calculation Date.

(b) Each Purchasing Entity shall be liable for all Transactions on the account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Purchasing Entities may pay the entire balance of the account or a portion of it, at any time prior to its Due Date without penalty.

(c) Payments made via paper check are posted to the account after processing and must arrive at Contractor at least three Business Days before the Due Date on the billing statement. It can take up to three Business Days to process a check from the time the envelope containing a check arrives at Contractor's facility to posting of the check amount to the account.

(d) For payments not made by paper check, payments on a Business Day before the cut-off time (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Contractor's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Contractor by 3:00 p.m. ET.

(e) Regardless of payment method, each Purchasing Entity must ensure that Purchasing Entity's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or this Master Agreement, may be delayed in posting.

(f) Each Purchasing Entity shall: (i) pay all fees set forth herein; (ii) pay all amounts payable for transactions on each card issued by Contractor, and (iii) perform all obligations, covenants, and warranties in this Master Agreement.

(g) Payments will be applied first to unpaid Late Fees and then to any unpaid balances. Each Participating Entity may pay their account balance or a portion of it, at any time prior to its due date without penalty.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur promptly upon discovery by Contractor or within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.5. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement.

7. MASTER AGREEMENT MANAGEMENT.

7.1. MASTER AGREEMENT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following administrators as the respective single points of contact for purposes of this Master Agreement. Enterprise Services' contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

Attn: WA Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov	Attn: Ryan Kelly WEX Inc. – North American Fleet 1 Hancock Street Portland, ME 04101 Tel: (952)-922-1104 Email: ryan.kelly@wexinc.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR RELATIONSHIP MANAGER. In each Participating Addendum, Contractor shall designate a Relationship Manager who shall be responsible for addressing Purchasing Entity issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Relationship Manager duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Master Agreement.

7.3. ACCOUNT COORDINATOR. In each Participating Addendum, Contractor shall designate an Account Coordinator who shall be responsible for addressing Purchasing Entity issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Account Coordinator duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Master Agreement.

7.4. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov	**Contractor** Attn: Gabriel Weiss Legal Director, North American Fleet 1 Hancock Street Portland, ME 04101 Email: gabriel.weiss@wexinc.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

8.1. NASPO VALUEPOINT ADMINISTRATIVE FEE. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter (1/4 or 25%) of one basis point (0.0025% or 0.000025) of the National Annual Volume no later than sixty (60) days following the end of the calendar year. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

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8.2. PARTICIPATING STATE ADMINISTRATIVE FEE. Some states may require an additional fee be paid directly to the state only on PURCHASES made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

9. **NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.** In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.

9.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zeros sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

9.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) Participating State, (2) Purchasing Entity (customer type, e.g. local government, higher education, K12, non-profit); (3) transaction date; (4) transaction amount; and (5) line item description for transactions with Level 3 data. Reports are due on a quarterly basis and must be received by Enterprise Services and NASPO ValuePoint no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under participating addenda executed under this Master Agreement. The format for the detailed sales data report is shown in this Master Agreement.

9.3. NATIONAL ANNUAL SALES INCENTIVE REPORT. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator and Enterprise Services Contract Administrator with a National Annual Sales Volume Incentive Report reflecting each State's total annual spend, National Annual Volume Rebate earned no later than thirty (30) days after the end of the calendar year.

9.4. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide NASPO ValuePoint an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

9.5. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy and otherwise use reports, data and information provided under this section.

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9.6. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.

(a) Participating Addenda, as well as transaction data relating to purchases under this Master Agreement that identify the entity, transaction dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Except as required by law, Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of purchase transactions under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

(b) Contractor shall use and disclose Data solely and exclusively for the purpose of providing the services; and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than the Participating Entity without their prior written consent.

10. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW.

10.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

10.2. LOGOS. NASPO ValuePoint logos may not be used by the Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

10.3. ANNUAL CONTRACT REVIEW. Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Card User Agreements (CUA) entered into by Participating or Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly issued the Purchasing Entity the applicable rebate/incentive share. Accordingly, no more than once per calendar year (or more

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frequently to the extent agreed between the parties), upon advance written notice of no fewer than 60 days from Enterprise Services, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or agreements entered into by Participating and/or Purchasing Entities under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any account under this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participating or Purchasing Entity, Contractor shall (a) reimburse Participating or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Purchasing Entity for any underpayment of fees, at a rate of 100% of such fees found as a result of the examination of the Contractor's records.

Underpayment of Rebate/Incentive Share. Without limiting any other remedy available to any Participating or Purchasing Entity, in the event of a material underpayment of the Rebate/Incentive Share, in addition to compensating such Participating or Purchasing Entity for the deficiency, Contractor shall reimburse such Participating or Purchasing Entity for its reasonable out-of-pocket expenses incurred to discover and calculate the amount of such deficiency, or 25% of the amount of the deficiency, whichever is less, up to a maximum of $15,000 per calendar year.

12. INSURANCE.

12.1. REQUIRED INSURANCE. DURING the term of this Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentation evidence acceptable to the Lead State that (1) names the Participating States identified in the Competitive Solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other Participating States' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable Participating State.

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13. PUBLIC INFORMATION. This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. CLAIMS.

14.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly from its grossly negligent or fraudulent acts or omissions, or acts of willful misconduct under this Master Agreement.

14.2 THIRD-PARTY CLAIMS; INDEMNITY. Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchasing Entity and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees (collectively "claims") directly arising from any grossly negligent act or omission, or willful misconduct, of Contractor or its agents and subcontractors under this Master Agreement, except claims caused solely by Enterprise Services or any Purchasing Entity's gross negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3 THIRD- PARTY CLAIMS; INDEMNITY - INTELLECTUAL PROPERTY. Contractor shall defend, indemnify and hold harmless Enterprise Services and any Purchasing Entity, along with their officers and employees, from and against claims, damages or causes of action brought against Enterprise Services or any Purchasing Entity including reasonable attorney fees and related costs arising out of the claim that Contractor's operations/products or their use, infringes Intellectual Property rights of any person or entity.

(a) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

i. Provided by the Contractor or the Contractor's subsidiaries or affiliates;

ii. Specified by the Contractor to work with the Product; or

iii. Reasonably required, in order to use the product in its intended manner, and in the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

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iv. It would be reasonably expected to use the Product in combination with such product, system, or method.

(b) The indemnified party shall notify the Contractor within a reasonable time after receiving notice of an intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any intellectual property claim, it shall have no control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14.4 THIRD-PARTY CLAIMS; INDEMNITY: NASPO. Contractor's indemnity obligations set forth above shall extend to an obligation to defend, indemnify, and hold harmless, NASPO and NASPO ValuePoint) to the same extent as Enterprise Services and any Purchasing Entity.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16.

16. DEFAULTS AND REMEDIES.

16.1 SUSPENSION & TERMINATION FOR DEFAULT BY CONTRACTOR. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. In such event, except as otherwise set forth herein, each of the parties' obligations to each other survive termination of this Master Agreement, until such obligations have been fulfilled.

16.2 DEFAULT BY CONTRACTOR. Each OF the following events shall constitute default of this Master Agreement by Contractor:

(a) Contractor materially fails to perform or comply with any of the terms or conditions of this Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

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(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3 REMEDIES FOR DEFAULT BY CONTRACTOR.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as set forth in this Master Agreement.

16.4 LIMITATION ON DAMAGES.

(a) Notwithstanding any provision to the contrary, the parties agree that in no event shall Contractor be liable to Enterprise Services or any Participating Entity for special, consequential, exemplary or punitive damages. Except as otherwise required under applicable law, Contractor makes no warranty with respect to goods, products, merchantability, or services purchased with a card or the account, or through Contractor. Contractor is not responsible for any failure of a merchant to accept a card issued by Contractor hereunder.

(b) Contractor's liability with respect to each Participating Entity under this Master Agreement for actual damages shall not exceed three times the sum of: (a) all fees paid by such Participating Entity to Contractor under this Agreement in the twelve (12) month period prior to the date when any claim is made against Contractor; plus (b) all other revenue earned by Contractor for all of Enterprise Services' transactions made in the twelve (12) months prior to the date of any claim made against Contractor; provided, however, that in the case of claims (as such term is defined and limited pursuant to and in accordance with Sections 14.2 and 14.3) directly resulting from a data breach (i.e., any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party), Contractor's liability with respect to each Participating Entity under this Master Agreement for such damages shall not exceed six times the sum of: (a) all fees paid by such Participating Entity to Contractor under this Agreement in the twelve (12) month period prior to the date when any claim is made against Contractor; plus (b) all other revenue earned by Contractor for all of Enterprise Services' transactions made in the twelve (12) months prior to the date of any claim made against Contractor.

16.5 GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for purchases on account (and any related fees or other amounts owed to Contractor) as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

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(b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Agreement; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participating Entity or Purchasing Entity from payment for purchases on account (and any related fees or other amounts owed to Contractor) as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

16.6 TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the PARTIES shall cooperate to ensure an orderly and efficient suspension or termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.7 IF A PURCHASING ENTITY DEFAULTS: (i) it will not have any further right to borrow under the relevant PARTICIPATING Addendum; (ii) all outstanding amounts under the account shall be immediately due and payable; (iii) Contractor may terminate the relevant Purchasing Entity Cardholder Agreement; and (iv) Contractor will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Contractor MAY, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate the Purchasing Entity Cardholder Agreement, whether as a result of the default to which such suspension of services or obligations relates or otherwise. For purposes of this Section 16.7, "default" means if: (a) Purchasing Entity fails to perform any obligation hereunder or, as applicable, the Purchasing Entity Cardholder Agreement; (b) a representation or warranty by Purchasing Entity in connection with this Master Agreement or, as applicable, the Participating Addendum, was incorrect or misleading when made; (c) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Purchasing Entity; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Purchasing Entity; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Purchasing Entity, or any other material adverse change in the financial condition of Purchasing Entity; or (f) any adverse judgment, order or award is entered against Purchasing Entity that has a material adverse impact on the financial condition of Purchasing Entity or a detrimental effect on the ability of Purchasing Entity to perform its obligations to Contractor.

17. GENERAL PROVISIONS.

17.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Agreement.

17.2 FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by any unforeseeable acts of God including, but not limited to, fire, riot, unusually severe weather, epidemics or pandemics, or war which are beyond that party's reasonable control which said party provides written notice within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Master Agreement if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this Master Agreement for more than thirty (30) days; *Provided further*, that this Section 17.2 shall not apply to Enterprise Services' or any

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Participating Entity's obligation to pay the balance on its account under this Master Agreement or, as applicable, any Participating Addendum.

17.3 COMPLIANCE WITH LAW. Each of the parties shall comply with all applicable law.

17.4 INTEGRATED AGREEMENT. This Master Agreement (including all exhibits, schedules and attachments hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

17.6 AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.

17.8 ASSIGNMENT. Neither party may assign its rights under this Master Agreement without the other party's prior written consent and any attempted assignment without such consent to be void.

17.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Participating Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Participating Entity's state.

17.11 SEVERABILITY. If any provision of this Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Agreement, and to this end, the provisions of this Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement.

17.12 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement, nor shall any purported oral modification or rescission of this Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver

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by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision. Similarly, failure of any party to insist upon the strict performance of any of the terms and conditions of any Participating Addendum, or failure to exercise any rights or remedies provided therein or by law, or to notify the other party in the events of breach, shall not release such party of any of its obligations under such Participating Addendum, nor shall any purported oral modification or rescission of such by either party operate as a waiver of any such terms thereof.

17.13 SURVIVAL. All covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement shall survive and remain in effect following the expiration or termination of this Master Agreement, Provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, provided that 12 U.S.C. 1831d shall apply on the basis of the location of the Contractor, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity or Purchasing Entity's State, provided that 12 U.S.C. 1831d shall apply on the basis of the location of the Contractor.

17.15 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; Provided, however, that venue for any claim, dispute, or action concerning this Master Agreement or the effect of a Participating Addendum shall be in the Participating Entity's State.

17.16 SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum, or any act of the lead State, a Participating Entity, or Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extend Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party hereto and its counsel has reviewed and revised this Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

resolved against the drafting party shall not be construed in the interpretation of this Master Agreement. Each term and provision of this Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

17.19 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.

17.20 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.

17.21 CAPTIONS & HEADINGS. The captions and headings in this Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement nor the meaning of any provisions hereof.

17.22 ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.

17.23 COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Corinna Cooper

Name: Corinna Cooper

Its: Statewide Enterprise Procurement Manager

WEX BANK
A UTAH CORPORATION

By: Tim Laukka

Name: Tim Laukka

Its: President

APPROVED
By W435075 at 11:37 am, Oct 23, 2020

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

FLEET CARD PRODUCTS

This exhibit details the type of Fleet Card products and services that are within the scope of this Master Agreement. Fleet Card Types include:

- Fleet Card – Physical specialized Commercial Card used to capture fleet-related expenses (e.g., fuel, vehicle maintenance, aviation, marine, electric, repair and service).
- Cardless Account (WEXPay) – Virtual card (no plastic) account used for maintenance services.

WEX CARD PROGRAM

WEX is offering the Universal WEX Fleet Card, a corporate liability card that offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data. The card is accepted by all major oil companies and fuel retailers as well as independent merchants, in urban, rural, and remote locations.

The WEX Fleet Card is also accepted at more than 4,000 locations in Canada.

WEX customers can be billed using centralized or decentralized invoicing across agencies and departments as desired. The program supports nine levels of hierarchy, offering robust reporting and billing flexibility.

1. **THE WEX FLEET CARD**

   The WEX Fleet Card program offers best-in-class card functionality, reporting and customer service. Our technology and services include:

   - Level III data capture on 99.8% of transactions, including remote sites that may only transmit Level I or II using MasterCard, for greater insight and fraud protection
   - Nine levels of hierarchy for more flexible reporting and billing options
   - Advanced card-to-PIN functions; ability to tie one card to one PIN, etc.
   - More flexible prompting options at point of sale
   - Acceptance at more than 95% of all retail fuel sites in the U.S., plus expanded acceptance through virtual MasterCard technologies
   - Comprehensive Federal and State tax exemption, reporting and recovery program
   - Robust online reporting tools through WEXOnline®, including ability to schedule and share custom reports
   - Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards for greater financial control and visibility
   - Control user access to the online system, with advanced administrative functions

2. **WEXPAY™**

   Along with the flagship Fleet card, WEX is offering **WEXPay™**, a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card.

   This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Using WEXPay™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. WEX apply those limits to both WEX Fleet Card and WEXPay™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity fleet purchasing and operations.

How WEXPay Works: As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies the Purchasing Entity's purchase controls and collect the same level of purchase detail, including Prompt ID and odometer. WEX integrate the purchase details into Purchasing Entity WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our Purchasing Entity's expect from WEX.

** Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules.*

3. **WEX SERVICE NETWORK**

WEX also offers acceptance for service and maintenance needs through the **WEX Service Network**. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at more than 32,000 locations that provide service.

4. **WEX EV FLEETCHARGE**

The WEX Fleet card also helps government fleets in their sustainability and greening initiatives. If a Purchasing entity is facing mandates to cut emissions, **WEX EV FleetCharge**, WEX's partnership with ChargePoint, allows a Purchasing Entity to use their WEX Fleet card to pay for charges at more than 66,000 Electric Vehicle charging sites. Purchasing Entities will also get reporting on EV charges that integrates with their traditional liquid fueling activity for a total fleet view of their fuel usage.

5. **AVCARD PROGRAM**

Purchasing Entities can manage their aircraft fueling, maintenance, and activity as easily as they manage their ground fleet with the **AVCARD program**. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airport locations. In addition to the Purchasing Entity's WEX Fleet Card account, WEX can set them up with an AVCARD account, which is integrated with the Purchasing Entity's WEX account.

AVCARD cards function as both a credit card and a contract fuel card. Purchasing Entities only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers.

AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, a Purchasing Entity automatically participate in their Contract Fuel Program, which allows them to receive significant savings on jet fuel virtually everywhere in the world. AVCARD's 24/7 Fuel Dispatch team is available to find, prearrange and quote, Contract Fuel prices worldwide for all trips.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Look up accepting locations by individual IATA/ICAO codes or geographically by country, state and city at WFSCORP.com. Purchasing Entities can also:

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

Purchasing Entities can sign up and use the convenient features of the AVCARD program at no additional charge.

6. **MARINE FUEL**

Fleets can purchase gasoline and diesel fuel at **marine fueling locations** through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept MasterCard worldwide. The WEX Fleet Card and WEX*Pay*™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

7. **ALTERNATIVE FUEL & ADDITIONAL ACCEPTANCE**

Certain WEX-accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. So WEX has created an **Alternative Fuel Directory** using transaction information passed to WEX by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX-accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEX*Online*®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

WEX is always **increasing its acceptance coverage** for fuel, marina and service locations. Because WEX currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEX*Pay*™ tool, WEX will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from a Purchasing Entities fleet
- Name and phone number of fleet employee requesting WEX card acceptance

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

WEX Optional Products /Services

1. **WEX Fleet ClearView™** is a suite of powerful, cloud-based analytic solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

   With an eye toward designing solutions for fleets with a wide range of needs, WEX ClearView products present complex fleet data in straight-forward and compelling graphics turning information into insights.

   ClearView Essentials. With ClearView™ Essentials, a Purchasing Entity will enjoy actionable insights into fuel expense and driver purchasing that they have not experienced before. Purchasing Entities will quickly see a gain in time savings due to the elimination of manual manipulation and analysis of spreadsheets and identify opportunities to reduce their fuel expense. ClearView™ Essentials, the cornerstone of the ClearView™ analytics product suite, provides a comprehensive range of analysis opportunities: Within the five ClearView™ Essentials modules there are many key pieces of functionality that can be utilized to more comprehensively and accurately analyze vehicles and the employees driving those vehicles each day.

   ClearView™ Advanced. ClearView™ Advanced gives a Purchasing Entity all the data analytics power of ClearView™ Essentials and more. It offers exceptional opportunities for fuel price optimization. In addition, ClearView™ Advanced provides an entirely new channel for communicating with drivers and/or managers, enabling the Purchasing Entity to implement, track, and evaluate the effectiveness of driver messaging campaigns.

   Identify and eliminate costly and unwanted driver purchasing behaviors: ClearView™ Advanced helps Purchasing Entities hone in on which drivers' purchasing habits represent the greatest opportunities for savings. Quickly spot drivers who purchase unnecessary fuel grades or consistently buy from high-priced merchants. Once the drivers are identified, they can be targeted with behavior-specific messaging campaigns delivered via email or text from the ClearView™ platform. Customers using ClearView™ Advanced have experienced success in reducing unwanted driver purchasing behaviors and have realized thousands of dollars in savings. ClearView™ Advanced is add-on feature to ClearVeiw and is optional. The fee is **$0.25/month** (.25 cents) **per active card.**

   ClearView Snap. ClearView™ Snap gives a Purchasing Entity a quick snapshot of their agency's fueling activity in easy-to-interpret charts and graphs that are delivered directly to their inbox on a monthly and/or weekly basis. No login is required. These simple, clean visuals display prior period actuals, period comparisons, and trends over time. Easily share key fueling metrics with senior leadership and the field building awareness and oversight of their fuel card program.

   ClearView Snap™ includes an Alexa voice skill which offers a new delivery channel, daily updates, and limited amounts of transaction-level information. Alexa will verbally relay information about dollars spent, gallons purchased, highest-spending employees, and tracks six savings opportunity and potential misuse exceptions, such as non-regular fuel purchases, exceeding tank capacity, and weekend fueling.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

2. Tax Exemption, Recovery, And Reporting Program

Federal Gasoline and Diesel Excise Tax-Exempt Program. WEX will invoice a Purchasing Entity net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if they are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants. WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax, including:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting through WEXOnline®, WEX*Link*™ 300, and the paper PAR (Purchase Activity Report) shows:

- Exempted Tax, at the transaction level
- Reported Tax, at the transaction level
- Summary of tax types by product for both exempted and reported transactions (available on the paper PAR only)

State Sales Tax and County Tax at Non-Participating Merchants. For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as "Reported Tax." "Reported Tax" transactions list transactions and tax amounts that WEX does not exempt so the fleet can file for exemption. Many fleets use their WEX*Link*™ data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction
- Reported tax, by transaction
- Summary of tax types by product for both exempted and reported transactions

Tax Exemption for Non-Fuel Purchases. For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organizations tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification. Any fleet participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data. Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if a Purchasing Entity provides WEX with a copy of the sales receipt, WEX can repost these transactions and apply the applicable exemptions.

3. PRIVATE SITE AND BULK FUEL SOLUTIONS

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. A Purchasing Entity can select one of two options.

Private Site Program. WEX's private site program allows a Purchasing Entity to use the WEX Fleet Card to activate pumps at their onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on their bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with the Purchasing Entities retail transactions while excluding onsite fuel transactions from their invoice.

Private Site Reporting. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report and allows the Purchasing Entity to monitor private transactions for abuse through purchase controls at the point of sale using their WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. Onsite fuel transactions are excluded from the Purchasing Entity's invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with their retail transactions.

Once installed, a Purchasing Entity's card readers will be required to retain reportable information so they don't have to. Just like a retail transaction, the driver initiates the data capture by entering the Driver ID and odometer. The card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into the Purchasing Entity's fleet's usage reporting. Card security features help mitigate fuel theft, and comprehensive tracking of usage and consumption will help them better control costs.

Using private site card readers with the WEX Fleet Card Program quickly gets Purchasing Entities on track to minimize time, effort and cost of administering fuel usage.

Transactions that occur at a private site location, utilizing a local (non-networked/non-WEX) authorization, carry no additional costs from WEX. If a site owner were to network their transactions from their owned private site locations to WEX (run each translation through a network to WEX for authorization), there is a **$0.15/transaction** (.15 cent) cost. This is a pass-through cost of using a network.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

4. WEX EMERGENCY FUEL PROGRAM

WEX Emergency Fuel is an optional service may be offered, negotiated and mutually agreed in Participating Addendum.

High Level Overview of program: For public safety and public works vehicles that require 100 percent uptime, guaranteed, **WEX Emergency Fuel** provides peace of mind to public fleet administrators who cannot be caught without fuel in an emergency. Sign up for WEX Emergency Fuel and when weather or a disaster disrupts a Purchasing Entities fuel supply, WEX will connect them with one of our approved partners to get their fleet back on the road with the fuel they need. Guaranteed. Because WEX partners with the leading providers of emergency fueling services, WEX has the necessary supply sources and logistical network to guarantee 100% uptime, including fuel dispensing equipment, mobile fueling trailers, military-grade rapid deployment equipment, high-water fueling vehicles, mini-mobile fueling stations, diesel and gasoline generators and more.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

EXHIBIT B

FLEET CARD REBATE/INCENTIVE SHARE

This Exhibit includes the Rebate/Incentive Share components for Fleet Card Services.

Rebate amounts will be based on total spend less write-offs, returns, and fraudulent charges.

A single payment combining Incentive Share Components 1 and 2 will be paid directly to the Participating State/Purchasing Entity on a quarterly basis as determined in the Participating Addendum. Incentive Share Payments can be made via account credit, mailed check, ACH or EFT payment (standard or non-standard format) as determined in the Participating Addendum. Incentive Share Payments must be received no later than the 60th day following the end of each calendar quarter.

Incentive Share Component 3 will be paid to the Participating State on an annual basis. Incentive Share Payment can be made via mailed check, ACH, or EFT as determined in the Participating Addendum. Incentive Share Payment must be received no later than the 60th day following the end of each calendar year.

Delivery of the rebate may be adjusted in any Participating Entity's Participating Addendum.
1 Basis Point = .0001 or .01%

INCENTIVE SHARE COMPONENTS

1. **INCENTIVE SHARE #1 – STANDARD VOLUME INCENTIVE**

   Each Participating Entity will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

   Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

   Basis Points Offered: 170 basis points (1.70%)

   Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

   Quarterly Total Volume spend by all Purchasing Entities for all card liability products in a Quarter. "Quarterly Total Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in three calendar months. Quarterly Total Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations* (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. **Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.*

2. **INCENTIVE SHARE #2 – PROMPT PAYMENT INCENTIVE**

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Each Participating Entity will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

Note: The payment terms for the Master Agreement is forty-five (45) days.

Conditions. The Prompt Payment Incentive set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Average File Turn Days in the Prompt Payment Table.

Basis Points Offered:

Avg File Turn Days	Basis Point
1	20
2	19
3	18
4	17
5	16
6	15
7	14
8	13.5
9	13
10	12.5
11	12
12	11.5
13	11
14	10.5
15	10
16	9.5
17	9
18	8.5
19	8.125

Avg File Turn Days	Basis Point
21	7.375
22	7
23	6.625
24	6.25
25	5.875
26	5.5
27	5.125
28	4.75
29	4.375
30	4
31	3.75
32	3.5
33	3.25
34	3
35	2.75
36	2.5
37	2.25
38	2
39	1.75

Avg File Turn Days	Basis Point
41	1.25
42	1
43	0.75
44	0.5
45	0.25
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

20	7.75	40	1.5	60	0

3. **INCENTIVE SHARE #3 – NATIONAL ANNUAL VOLUME INCENTIVE**
Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

Total annual volume spend by all Participating States/Purchasing Entities for all card products in a calendar year. "National Annual Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in a calendar year. National Annual Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations* (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. **Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.*

Basis Points Offered:

Total Annual Spend	Basis Points
$50,000,000 – $100,000,000	10
$100,000,001– $200,000,000	15
$200,000,001– $300,000,000	20
$300,000,001– $400,000,000	25
$400,000,001+	30

FEES

Below is a list of fees allowed under this Master Agreement.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	$15.00 per occurrence

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

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EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Agreement, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

   a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Agreement.

   b. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) included coverage for all owned, hired, and non-owned vehicles. The combined limit per occurrence shall not be less than $1,000,000.

   c. WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP). Contractor shall comply with applicable Workers' Compensation or Industrial Accident Insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of $1,000,000 per accident.

   d. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional Liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence, $4,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Agreement.

   e. CRIME INSURANCE/EMPLOYEE DISHONESTY. Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverage for State of Washington and/or purchaser owned property in the care, custody, and control of Contractor, including computer fraud. Coverage limits shall not be less than $2,000,000.

   f. CYBER RISK LIABILITY INSURANCE. Cyber Risk Insurance, on an occurrence form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Agreement. Limits are $8,000,000 per claim/annual aggregate.

   The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

   A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, and errors and omissions policies required by this Master Agreement.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed reasonably acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reasonably reject all or any insurance carrier(s) with an unacceptable financial rating.

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3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Professional Liability, and Commercial Automobile Liability, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement, including blanket Additional Insured Endorsements, attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services within 10 business days of the renewal of any required insurance. Failure to provide proof of insurance, as required, and upon 10 business days prior written notice to Contractor's Risk Manager, could result in contract cancellation. All policies and certificates of insurance shall include the Master Agreement number stated on the cover of this Master Agreement.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser; but only to the extent an indemnity is owed pursuant to this Agreement. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor; but only to the extent an indemnity is owed by Contractor pursuant to this Agreement.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages; but only to the extent Contractor is legally liable to indemnify the State of Washington and any Purchaser under this Agreement.

8. **NOTICE OF CANCELLATION.** Contractor or its insurer representative shall use best efforts to provide 30 days prior written notice of cancellation of any policy required under this Agreement.

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EXHIBIT D

ESTABLISHING A CARD ACCOUNT AGREEMENT

INTRODUCTION

This exhibit explains the process and documentation for establishing an account for an individual Purchasing Entity. Participating States may edit this via the Participating Addendum process.

NEW ACCOUNT & CARD SET-UP: STATE AGENCY ACCOUNTS

In the initial implementation phase, a universal credit line will be established for a Participating Entity based on the Participating Entity's needs and spend requirements. WEX has the ability to place protection against credit lines to ensure a Participating Entity does not experience any service interruptions due to sudden increased spending that can be caused by seasonal, emergency or other unexpected occurrences. This universal credit line then applies to all applicable accounts under the Participating Entity's hierarchy, allowing them to set up accounts without needing to seek a new credit line for each new card set-up.

For new accounts under a Participating Entity's hierarchy, an electronic template is completed and tax exemption information is collected, either through a blanket tax exemption for the Participating Entity, or individually by agency depending on how the Participating Entity is set up with tax identification numbers.

The information required for a new account set-up typically includes account name, DBA account name, account level within the existing Participating Entity's hierarchy, shipping address, and if there are any other further requirements specific requirements a given Participating Entity may have, like ERP integration, etc. Once the information is captured and processed by WEX, an account number is generated and provided to the Participating Entity to complete the proper tax exemption paperwork for enrollment in the WEX Tax Program, assuming it is a financially liable account.

FLEET CARD ENROLLMENT PROCESS: EXISTING PARTICIPATING ENTITY ACCOUNTS

Program administrators can add cards and drivers via the Fleet Manager module of WEXOnline®, WEX's web-based account management and reporting tool, or through WEX customer service or the Participating Entity's Premium Fleet Services Account Manager. The Premium Fleet Services Account Manager is a one-to-one point of contact assigned to the Participating Entity for day-to-day operational support and account needs. The Fleet Manager module allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details.

Purchasing Entities can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce their purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Card orders: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, Purchasing Entities can have

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cards sent that day. They can use their own shipping account number, or be charged a fee to cover the shipping costs. The WEX overnight fee, is included in Exhibit B. If a WEX card is lost or stolen, it should be reported immediately to WEX's Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account electronically through WEXOnline®.

NEW ACCOUNT AND CARD SET-UP: POLITICAL SUBDIVISION ACCOUNTS

Eligible new accounts using this Master Agreement under a Participating Entity's Participation Addendum (i.e. cities, counties, schools, etc.) will need to complete a Credit Application that references the Master Agreement/Participating Entity's Participating Addendum and have their credit adjudicated independent of the State's line of credit. WEX will collect both the credit application and tax exemption form, both of which can be completed electronically or manually, from the interested entities prior to their account set-up.

*See the WEX Credit Application, attached in Exhibit E, for a political subdivision participation under this Master Agreement.

Note: This Credit Application can be customized and can be discussed with each Participating State during the discussion of their Participation Addendum. A Credit Application will be made for each Participating State to account for the Master Agreement and that state's individual Participation Addendum to the Master Agreement.

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EXHIBIT E

WEX Forms and Specific Terms & Conditions

This exhibit includes form templates and specific terms and conditions for certain WEX products and services.

Required Forms for Fleet Card Products and Services

- Addendum to the Fuel Card Services Agreement (Credit Application)
- WEXOnline Click through Terms & Conditions

Optional Products and Services Forms

- Tax Exemption and Reporting Program
- WEX ClearView Enrollment Packet
- Private Site Enrollment Packet
- WEXPay Enrollment Packet

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ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND THE STATE OF (the "STATE")

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX Bank may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#

Headquarters Name and Physical Address (Do not include PO Box)	Applicant's Taxpayer ID # (TIN, FEIN or SSN)

In Business Since (yyyy)	Year of Incorporation	Number of Veh	Avg Monthly Fuel Expenditure	Avg Monthly Service Expenditure
			$	$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as it should appear on cards. Limit of 20 characters & spaces. Unless specified, no Purchasing Entity name will appear on cards.

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Billing Contact	Billing Address	City	State	Zip+4

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information WEX provides from time to time and to take actions with respect to your account and account access. This is also the person designated by the Purchasing Entity to provide all fleet vehicles, driver and other information WEX may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #

Mailing Address (if different from billing address)	City	State	Zip+4

Email address (required to take advantage of product type card controls)

Card Controls: To help WEX estimate the Purchasing Entity's credit needs, indicate the types of cards they anticipate using.

If the Purchasing Entity provides a valid email address above, they can select from these product type options:

☐ All Products ☐ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types

☐ Check here if business is exempt from motor fuels tax

TERMS

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DEFINITIONS:

"Agreement" means: **Contract No. XXXX effective** for Fuel Cards and Fuel Management Services (the "Agreement") between the **(State of XXXX and NASPO Value Point** and **WEX Bank**.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way. The parties agree to comply with the terms and conditions of Contract No. XXXX which is referenced and made a part of this transaction.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding Purchasing Entity's transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to them.

COMPLIANCE WIATH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.**

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____ Printed Nam_____

Title: _____ Date: _____

Complete and sign addendum. Fax to 1-207-253-1328.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
				YBA	04

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WEX Online Click-Through Terms and Conditions

1. **General**

   WEX Inc., the parent company of Contractor ("WEX") provides this web site subject to the following terms of use ("Terms"). WEX owns and operates this site. Any Purchasing Entity's continued use of this website constitutes its acceptance of these Terms.

2. **Purpose of the Website**

   The goal of the web site is to provide Any Purchasing Entity with access to information about WEX products and services, and certain functionality with respect to the Business Charge Accounts under or any Purchasing Entity's program. Continued use of the site constitutes the Purchasing Entity's acceptance of these terms and conditions.

3. **Trademarks, Service Marks and Copyrighted Materials**

   WEX controls and operates the website. All content on the website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by WEX, its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to users of this site using this site. Purchasing Entity agrees to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

   Purchasing Entity's may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on the website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. Purchasing Entity may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without WEX's express prior written consent.

   Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. Purchasing Entity recognizes that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. **Use of the Site**

   Purchasing Entity is are accessing this site using the Internet and Purchasing Entity's Internet service provider. Security cannot be guaranteed. WEX hereby disclaims all liability for any security breaches of online communications or for any electronic, computer or other system failures. WEX shall not be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any security breaches or system failures or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

   Purchasing Entity agrees not to use this site for any purpose except (a) access to descriptions of WEX products and services and (b) to the extent agreed with WEX, certain specified functionality with respect to the Business Charge Accounts under Purchasing Entity's program. In using this site Purchasing Entity' agrees not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. Purchasing Entity' also agrees not to use, attempt to use, or access other accounts,

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

or create or use a false identity on the site.

For the avoidance of doubt, the indemnification provisions set forth above are in addition to those set forth in (i) for Fleet Customers, their Business Charge Account agreement(s) and/or terms and conditions and (ii) for Partners, their Program Agreement(s).

WEX reserves the right to terminate or suspend access to wexinc.com, in whole or in part, at any time, without notice.

This site and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. WEX, its subsidiaries and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and WEX assumes no responsibility for any damages that may be suffered by any Purchasing Entity, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

5. Governing Law

WEX Inc. operates this website (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. These Terms and Purchasing Entity's use of the web site shall be governed by the laws of the State of Washington, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. WEX makes no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where the content is illegal is prohibited. Customers who choose to access this web site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which the user resides.

6. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., P.O. Box 639, Portland, ME 04104.

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TAX EXEMPTION AND REPORTING PROGRAM

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location.
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws.
- Detailed reporting of the purchase data and tax exemption.

Exemptions are dependent upon several factors, such as the Purchasing Entity's tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, require merchant participation. In the event that a transaction cannot be billed "net of tax", a Purchasing Entity will receive detailed reporting showing the full purchase price and the tax paid.

Before WEX can start billing a Purchasing Entity net of applicable taxes on fuel transactions based upon their eligibility, they will need to complete the following required documentation:

1. Tax Exemption and Reporting Program Enrollment form (enclosed)
2. Certificate of Buyer of Taxable Fuel form for federal exemptions (enclosed)
3. Any required State forms – obtain these from the appropriate state governing body.

Please review the enclosed Frequently Asked Questions sheet for helpful information on the program.

IMPORTANT: Purchasing Entities must fill out all forms completely and accurately in order to avoid delays in their program enrollment, so please follow the instructions on the enrollment form carefully.

IRS regulations require that WEX Inc. obtain from a Purchasing Entity, their certification that they are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) a Purchasing Entity may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. WEX must have all applicable documents on file prior to providing a Purchasing Entity with exemptions. It is the customer's responsibility to make sure WEX has all of the necessary current forms properly filled out in order to be billed "net of tax".

If a Purchasing Entity has any questions about the program or the enclosed materials, please call WEX at **1-866-841-3542.**

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TAX EXEMPTION & REPORTING PROGRAM FREQUENTLY ASKED QUESTIONS

Q: If my fleet begins fueling before I have provided all necessary tax exemption paperwork, what will occur?

WEX will not be able to bill a Purchasing Entity net of taxes or report tax exemptions until WEX has received all necessary forms and completed the qualification and setup process.

Q: When will taxes begin to be exempted?

Once WEX receive all the properly completed forms, WEX will complete the tax exemption setup in approximately 3 business days. WEX will then begin calculating applicable exemptions. It is a Purchasing Entity's responsibility to notify WEX of any errors or omissions that they feel may have occurred. If a Purchasing Entity notices any problems, contact the WEX tax department at 1-866-841-3542.

Q: How can a Purchasing Entity determine their fleet's tax-exempt status for fuel, as well as what type of forms they need?

Purchasing Entities should contact their local Department of Revenue for free help and answers regarding their tax-exempt status for fuel and necessary forms. This agency can best assist a Purchasing Entity with questions of this nature.

Q: Will a Purchasing Entity's fleet be exempted from federal fuels excise taxes?

Yes, if the Purchasing Entity is a qualified entity. Federal law effective January 1, 2006 allows a card issuer to invoice qualified fleets net of federal gasoline and federal diesel excise tax for transactions that occur wherever cards are accepted in all 50 states. In order to be exempted from federal fuels excise taxes, a Purchasing Entity will need to complete a Certificate of Buyer of Taxable Fuel in the name of the card issuer.

Q: Does Purchasing Entity's tax-exempt status apply in all states and localities?

The local Department of Revenue, in each state that a Purchasing Entity's fleet will be fueling, will be able to help determine exemption eligibility for each state and locality respectively.

Q: Will a Purchasing Entity receive state and local exemptions anywhere they can fuel with the card?

Not necessarily. Merchant brand participation in the WEX tax program is optional in most states. Merchant participation is not necessary in the following states: Maine, Georgia, Michigan, North Carolina, Alabama, New York and New Jersey.

Q: What should a Purchasing Entity do if their tax-exempt status changes?

The Purchasing Entity should immediately notify WEX by calling the WEX Inc. Tax Exempt Department at 1-866-841-3542.

Q: Do any of these forms expire and if so will a Purchasing Entity be notified prior to the expiration?

Yes. Federal forms expire every 24 months and certain state forms expire as well. Starting at 120 days prior to the expiration of a Purchasing Entity's tax exemption form(s), WEX will send the Purchasing Entity three monthly reminders that renewed forms are required. If WEX has not received renewed tax exemption forms by the expiration date, the tax exemption process will cease until WEX receives the necessary paperwork and no credits will be given.

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Q: Will a Purchasing Entity's fleet be exempted from taxes on non-fuel products?

The Tax Exemption Program provides applicable tax exemption and reporting for **motor fuel taxes only**; however, merchants may provide WEX with non-fuel transaction data net of tax on a fleet-by-fleet basis at their discretion. The fleet will need to supply the merchant with proper documentation of their tax-exempt status at the point of sale for this to occur.

Q: What if a Purchasing Entity's fleet is entitled to a refund for motor fuel taxes that cannot be exempted up front through the WEX program?

In these instances, the "non-exemptible" tax is reported (not exempted) on the Purchasing Entity's fleet report. These reported taxes appear at the transaction level and at a summary level, providing them with supporting documentation, which can help them when filing for a refund of the non-exempted taxes.

Q: What types of tax information reporting will a Purchasing Entity receive?

At the transaction level, a fleet report will provide Gross Cost, Exempted Amount, Net Cost and Reported Taxes (for non-applicable taxes). Additionally, a Tax Exemption Summary will provide a detailed list of all taxes exempted, sorted by state and by tax type. Finally, a Tax Reported Summary will provide a detailed list of all taxes reported, sorted by state and by tax type.

Q: How does a Purchasing Entity know how many forms to send in?

If a Purchasing Entity qualifies for Federal exemptions, they need to send in one form per account or one form with a letter certifying all accounts belong to the same FEIN. If a new account is added in the future, a new form or amended certification letter will need to be sent. For state exemptions, each state is different and will be addressed on an individual basis.

Q: What if a Purchasing Entity believes there is an error with their exemptions?

The Purchasing Entity must notify WEX in writing within sixty (60) days of the billing date of the alleged error. WEX requests that the customer provide as many details regarding the error as possible including, but not limited to: transaction date and time, dollar amount and reason for alleging an error.

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CERTIFICATE OF BUYER OF TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a) (4) (B) or § 6427(l) (6) (D) of the Internal Revenue Code.)

WEX Account Number (if known):
Federal Tax Identification Number:
Certification:

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

_____

Of (Certifying Entity): _____

Entity Physical Address: _____

Entity Phone Number: _____

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by

(Credit Card Issuer): WEX BANK
7090 Union Park Center, Suite 350
Midvale, UT 84047

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

☐	State government	☐	American Red Cross or Blood Collection Center
☐	Local government	☐	Indian Tribe
☐	Public nonprofit educational organization	☐	Volunteer Fire/Rescue
☐	Private nonprofit educational organization	☐	Foreign Diplomat (they must provide a copy of their PID Card)

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above- named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Signature — Printed Signature

Title — Date

Email or FAX completed forms to TaxExemptForms@WEXINC.Com or 1-207-523-7104

INTERNAL USE ONLY	Sales Representative:	

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TAX EXEMPTION & REPORTING ENROLLMENT FORM

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.
4. E mail completed forms to TaxExemptForms@WEXInc.com, fax to 1-207-5237104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION

Fleet Name:	WEX Account Number (if known):
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:
Federal Taxpayer ID Number:	

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. Participating Entities must fill out these forms completely and accurately in order to avoid delays in their program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require the Contractor to maintain current copies of the following applicable forms, based on the Participating Entity's eligibility:
  1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
  2. **State** — Applicable state forms. **(Obtain these from the appropriate state governing body.)**

- **Once the Contractor receives all of the Participating Entity's properly completed documentation the Contractor will complete the tax exemption set up on their account within approximately three business days and start billing them net of the Applicable Taxes.**

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature Date:

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.

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TAX EXEMPTION & REPORTING ENROLLMENT FORM

C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies a Participating Entity's charge card agreement based on their participation in the Tax Exemption and Reporting Program ("Program"). Signature on this form and a Participating Entity's continued use of their account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in the Master Agreement with the Contractor unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

TAX EXEMPTION AND REPORTING PROGRAM

a. The tax exemption and reporting program (the "program") permits qualified tax-exempt Participating Entities to be billed net of certain "Applicable Taxes" (as defined herein and in Exhibit F). By completing this enrollment form the Participating Entity is electing to participate in the program. The Contractor will enroll a Participating Entity in the program upon receipt by Contractor of all of the Participating Entity's enrollment materials, including all required certificates, and validation of the Participating Entity's tax-exempt status. Upon completion of the Participating Entity's enrollment, their invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein and in Exhibit F). The Participating Entity's reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which the Participating Entity has provided the proper documentation to the Contractor showing their exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption[1].

b. As the Participating Entity's credit card issuer, the Contractor has elected to provide Participating Entities with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. The Contractor will file a claim for refund with the Internal Revenue Service for these taxes. The Participating agrees that they may not file a claim for refund of any federal excise tax exempted by the Contractor and not billed to the Participating Entity by the Contractor.

c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in the Contractor's program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in this program will be billed to Participating Entities with the tax included regardless of their exempt status. In these instances the Participating Entity's reporting will contain a detailed listing of their transactions and the taxes charged to them. This information may assist a Participating Entity in filing their own claims for refunds if they so desire. Participating Entities agree that they may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to them by the Contractor.

d. The tax certificates and other pertinent documentation on which a Participating Entity's exemption is based must be received by the Contractor from the Participating Entity in

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order for the Contractor to provide the Participating Entity with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for the Contractor or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. The Contractor shall have no responsibility to verify the correctness of the certificate supplied by a Participating Entity and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as the Contractor is notified by a Participating Entity in writing of a change in any such data. The Contractor reserve the right to terminate a Participating Entity's participation in the program, provided, however, that such termination shall not terminate the underlying Mater Agreement between the Participating Entity and the Contractor.

e. The Contractor shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by the Participating Entity. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt[1]. If the Contractor is obligated to reimburse a participating merchant for any actual loss incurred or rebill a Participating Entity for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to them, they hereby agree to reimburse the Contractor for said losses incurred.

f. For non-fuel transactions, merchants may provide transaction data to the Contractor net of tax at their sole discretion. Participating Entities would need to supply the merchant with proper documentation of their tax-exempt status at the point of sale. The merchant will send the transaction to the Contractor and the Contractor will bill the Participating Entity net of tax for those transactions. The Participating Entity will not receive reporting of taxes levied or exempted for non-fuel purchases.

g. The Contractor shall comply with reasonable requests for information retrieval made by the Participating Entity.

h. The Contractor cannot apply exemptions to transactions that occurred prior to the Contractor's receipt and acceptance of the Participating Entity's completed certificates.

i. The Contractor shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. The Contractor shall recalculate taxes only in cases where the Contractor miscalculated the original taxable transaction.

j. The Contractor disclaims all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall the Contractor be responsible for loss, liability or damages, including consequential or special damages, costs and expenses, including taxes, penalties, interest and attorney's fees that arising as a result of any inaccurate or incomplete report which the Participating Entity may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

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WEX FLEET CLEARVIEW ENROLLMENT PACKET

1. Complete parts A and B.
2. Be sure to sign and date the form at the bottom.
3. Email to the Purchasing Entity's WEX Relationship Manager, (Fill in name and email address)

A. ACCOUNT INFORMATION

Company Name:	**Account Number:**
Authorized Fleet Contact Name:	
Fleet Contact Phone Number:	Fleet Contact Fax Number:
Authorized Fleet Contact Email:	

B. SERVICE OPTIONS

1. Please choose the ClearView product Purchasing Entity plans to enroll in at this time:
   - ☐ **ClearView Essentials** — Volume & Spend, Exceptions, Reports, Community, and Admin modules, Driver and Vehicle Detail, product code and odometer cleansing algorithms, and VIN decoding.
   - ☐ **ClearView Advanced** — Includes Essentials services plus additional functionality such as Fuel Price Explorer, Cost Outliers, Driver Fuel Purchasing Analysis, Driver Messaging, and Campaign Management and Tracking.
2. ClearView Essentials and ClearView Advanced customers can elect to enroll in ClearVieaw Snap for free by checking the box below:
   - ☐ **ClearView Snap** — Key purchasing information and analysis displayed in visual dashboards delivered automatically by email on a weekly and/or monthly basis. Instant voice command access and accompanying visuals using Snap's Alexa Skill.

C. FEES

WEX shall charge the following fee based on the Purchasing Entity's product election above:

(i) ClearView Essentials and ClearView Snap: $0.00 per month

(ii) ClearView Advanced: $0.25 per active card per month.

(Active card is defined as a card that is in active status vs. suspended or terminated status).

WEX reserves the right to change fees with prior written notice.

The ClearView program term will coincide with the Purchasing Entity's card program contract term.

By signing this form, the purchasing Entity agrees to the ClearView (and, if applicable, ClearView Snap) Terms of Use, which supplement the terms of the Purchasing Entity's credit agreement, included herein. The Purchasing Entity further represent that they are authorized to sign on behalf of their company.

X **Authorized Fleet Contact Signature** Date:

Print Name: Title:

Please read the terms on the following pages carefully before using this product.

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WEX Fleet ClearView™ Terms Of Use

1. **General:** WEX Inc. ("we," "us" and "our") will provide the ClearView platform ("CV") to the Purchasing Entity named in this Enrollment Form (also known as "you", and "your") subject to the following terms of use (the "Terms"). These Terms supplement the general terms of use for our online products as well as your credit agreement with WEX Bank or an approved WEX Issuer and may be used by you only for the purposes set forth in these Terms. You agree to abide by the Terms which shall be applicable to you upon your completion of this Enrollment Form. If you have any questions, please call our Customer Service department at 1-800-492-0669.

2. **Purpose of WEX Fleet ClearView:** The goal of CV is to allow you to perform data analysis for your Accounts (the "Purpose") through the use of this platform. You agree not to use CV for any purpose except to perform analysis on your Account data.

3. **Link and License:** You may access CV using the user login information we provide. We grant you a non-exclusive, non-transferable, limited right to log in and access CV. You agree not to purposefully interrupt or attempt to interrupt the operation of CV, its services or system resources in any way and you may not modify CV in any way nor upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files.

4. **Access and Security:** You will access CV using the Internet and your Internet service provider through portals provided by WEX and subject to the terms previously agreed to under your credit agreement with WEX Bank and any online terms previously agreed to for access to our products and features via our online portals.

5. **Important Disclosures:** The availability and effectiveness of portions of CV is dependent upon product codes that the merchant transmits to us. The product codes are assigned by each merchant, and as such, we are not responsible for inappropriate product code assignment, or any claims arising or damages resulting therefrom.

   ClearView includes machine learning algorithms that cleanse erroneous data we receive from third parties. WEX assumes no responsibility for any damages that may be suffered by you due to the use of CV's correction algorithms, in particular but not limited to any subsequent tax filings that you may make using reporting features on CV. WEX does not recommend that you use CV to submit for any fuel tax exemption reimbursements as revenue agencies may not accept this as evidence of your purchase and may still require actual sales receipts. Machine learning algorithms delivered in CV are not integrated with any other WEX systems or reporting.

   On occasion, we will make new products, modules, and functionality available to customers during a free trial, pilot, or beta test. We make no warranty that this new functionality will be error free or that defects, if any will be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this functionality. Further, we reserve the right to alter and/or discontinue any new products, modules, and functionality that are offered as part of a free trial, pilot, or beta test.

   CV works best with more current versions of internet browsers, such as Chrome and Firefox. Use of older browsers, more specifically Internet Explorer (IE), is not recommended and should not be used to access and use CV. We assume no responsibility for sub-optimal CV use that may result by using a non-recommended browser.

   We will make an attempt to port in data from other programs and systems, such as customer-generated or third party data. We make no warranty that we will be able to successfully import non-WEX originated data into CV or that if successful this data will be error-free or that defects, if any, will

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this data.

Data, such as transactional data from a card swipe, could take up to 24-48 hours to load into CV.

6. **Modifications:** We reserve the right to modify, change or discontinue any aspect of CV and the products and services accessed via CV at any time upon 15 days prior written notice. We may also impose limits on certain features and services or restrict your access to parts or all of CV without liability.

7. **Versions:** New Versions: We may publish revised and/or new versions of both modules and documentation, such as the CV Quick Start Guides, from time to time ("New Version" or "New Versions").

   Effect of New Versions: When a New Version is published and/or revised, we may modify the Terms applicable to the New Version. You may commence using the New Version once published and/or revised at your election. You will be required to agree to any additional terms of use for a New Version prior to using any New Versions.

   Retirement of Versions: We may make CV product obsolescence and retirement decisions that maximize customer and marketplace benefits. We will notify you of such planned obsolescence and retirement decisions.

8. **Representations and Warranties:** CV is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, or fitness for a particular purpose. Notwithstanding the foregoing, we represent and warrant that to the best of our knowledge and belief: (i) the content developed by us available through CV: (a) does not and will not infringe any copyright, trademarks or trade secrets of any third party; and (b) does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any kind of any third party, and (ii) CV does not violate the laws, statutes or regulations of any jurisdiction.

9. **Assignment:** You may not sell, assign, transfer or otherwise convey any of your rights or delegate any of your duties under these Terms without our prior written consent.

10. **Independent Parties:** Nothing in these Terms shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, joint venture or formal business entity of any kind or create a fiduciary or similar relationship between the parties not in existence prior to the effective date of these Terms; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

11. **Questions:** For questions concerning these Terms, please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., 97 Darling Avenue, South Portland, ME 04106. Be sure to include your account number with all inquiries. For questions concerning CV, please email WEX at support@wexclearview.com.

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ADDITIONAL CLEARVIEW™ PRIVACY ISSUES

1. **Consumer Privacy Rules**

   The objective of this Privacy Policy is to provide you with a clear, concise and accurate statement of how WEX handles customer information. Please note that our products and services are intended to be used only for commercial and business purposes. As our products and services are not intended to be used for personal, family or household purposes, consumer privacy protection laws and regulations do not apply to our information handling practices for these programs. This Privacy Policy is not a statement of intent to be bound by or comply with such laws and regulations.

2. **Security**

   WEX recognizes the importance of secure online interaction, and we utilize a number of methods to safeguard your transmissions. Our Website is hosted on secure servers with firewall protection. WEX uses Secure Socket Layer (SSL) encryption technology on our Website and information that is gathered is stored within secure databases protected by multiple firewalls. As effective as current encryption technology is, however, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information provided via our Website will not be intercepted while being transmitted to WEX over the Internet.

3. **Children**

   WEX provides only business services and does not intend to collect or knowingly collect any information from or about children. It is possible that a child may impersonate a company representative and attempt to access or use this Website and, in so doing, provide the child's name, address, phone number, fax number, email address and other identifying information. When such information is received and WEX is aware that the individual providing the information is a child, the information is used only to reject the child's application and is immediately deleted by WEX. Such information is never shared with third parties. WEX cannot always determine if a visitor to its Website or the sender of an email is a child.

4. **Cookies**

   Our Website makes use of a standard feature of browser software called a "cookie" to assign each visitor a unique, random number. A cookie is a file that identifies a computer as a unique user. Cookies may be used to facilitate your use of our Website, to maintain site security and to improve our Website. Most browsers are initially set up to accept cookies. You may be able to reset your browser to refuse all cookies or to indicate when a cookie is being sent. If cookies are disabled, however, our Website (and other Websites) may be harder to use. A cookie cannot read data stored on the hard drive of a computer.

5. **Links to Other Websites**

   Our Website contains links to other sites whose information practices may be different than ours. If you click on a banner or other hyperlink, you may be transferred off of this Website. Our inclusion of hyperlinks to these websites does not imply any endorsement of the material on such web sites or associations with the operators of the websites. Our Privacy Policy does not extend to these sites or the internet. You should consult the other sites' privacy notices as WEX has no control over information that is submitted to, or collected by, these third parties and how that information is used.

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6. **Security of your Data in Cloud-Based Storage**

   ClearView uses cloud-based databases and employs a sophisticated firewall that protects from hackers and intruders attempting to gain access to your fleet data. As a protective measure, ClearView does NOT store full card numbers.

7. **Security of Your Data across the Internet**

   A third layer of security is data encryption, or SSL, between the web server and your browser. Encryption helps prevent technically sophisticated individuals who have the desire, tools, and opportunity from intercepting your data as it travels over the Internet.

   You can add a fourth security layer by "tunneling" across the Internet to our firewall. Tunneling requires installation of additional software and a fixed IP address, which may be acquired from your local systems

   Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at webadmin@wexinc.com. For questions relating to usage, please email support@wexclearview.com.

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

WEX PRIVATE SITE ENROLLMENT PACKET

Secure, live authorizations and integrated reporting for onsite bulk fueling transactions.

Choose Between Two Program Options:

1. **Private Site Program:** Allows Purchasing Entity to use the WEX Fleet Card to activate pumps at Purchasing Entity's onsite bulk fuel tanks allowing for increased security and asset-level fuel usage reporting on Purchasing Entity's bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the Private Site transactions with Purchasing Entity's retail transactions while excluding onsite fuel transactions from Purchasing Entity's invoice.

2. **Private Site Rebilling Program:** Combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at Purchasing Entity 's onsite bulk tank.* Purchasing Entity will receive a private site report that details all of Purchasing Entity transactions—both non-financial and rebilled. WEX will handle the reconciliation and settlement on Purchasing Entity behalf. WEX will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in Purchasing Entity's bank account via ACH 30 days after the transaction posts in the WEX system.

   How It Works:
   - Fleet must have or install certified card readers (see certified equipment vendor list)
   - Drivers, who fuel at the site, are prompted for Driver ID and Odometer reading
   - Card reader provides fuel type, gallons, PPG, and total sale
   - WEX integrates the information into Purchasing Entity's fleet's reports
   - Depending on Purchasing Entity's set-up, certain fees may apply

   The Benefits:
   - Consolidates tracking of Purchasing Entity's onsite and retail fuel transactions into one comprehensive report.
   - Minimizes time, effort, and cost of administering fuel usage.
   - Purchase controls available through the Purchasing Entity's WEX card monitor private site transactions for card abuse and misuse.

   Easy Processing:
   - Driver swipes their WEX fuel card at the onsite card reader.
   - Card reader prompts driver for Driver ID and odometer reading on vehicle.
   - Card reader dials out via network to WEX for authorization.
   - WEX authorizes sale and pump activates.
   - Driver fuels vehicle.
   - Card reader sends final sale to WEX via network.
   - WEX processes this information and posts the information in Purchasing Entity's fleet reporting.

   *Rebilling functionality is only available for certain types of programs. Please contact the Purchasing Entity's WEX Sales Representative for more information.

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Set-up and Maintenance

1. Customer contacts certified equipment providers found in the Private Site Agreement Packet
   - Customer obtains quotes, makes a purchase, and has the equipment installed
   - If the customer already owns equipment; they contact the vendor to confirm they have what is needed to process WEX
2. Customer completes the WEX Private Site Agreement Packet*
3. Customer emails the packet to MerchantApplications@wexinc.com
4. WEX begins the setup in WEX Systems**
5. WEX reaches out to the network to obtain a terminal ID number
6. WEX uses the terminal ID number to complete the setup
7. WEX emails a checklist containing the terminal ID and WEX Site ID to the customer
8. Customer reaches out to equipment provider or tech, and provides them with the checklist
9. Using the checklist, the tech contacts the network number provided to complete the setup

*Agreement is sent to WEX after the equipment has been installed
**Steps 3 – 7 are completed in 3-5 business days. WEX is unable to completed same-day setups.

PRIVATE SITE OWNER	*WEX*	NETWORK
SETUP		
1. Purchase or validate existing POS equipment and software with Purchasing Entity's vendor. All equipment must be certified by WEX. See the attached list of vendors to ensure a certified equipment purchase.		
2. Provide a completed and signed Private Site Agreement (see attached) to WEX. *If participating in Rebilling, complete the Rebilling portion of the agreement as well.	3. WEX Merchant Operations updates the fleet accounts, including transaction pricing, setup costs and site(s), and works with the Network to obtain the Purchasing Entity's Private Site Merchant / Terminal ID. *If participating in Rebilling, Merchant Operations will set up the banking information needed for settlement.	
	4. Confirms set up of all locations and sends the Purchasing Entity the Welcome Packet that includes Purchasing Entity's Network assigned and WEX Site ID's.	
5. Contact Purchasing Entity's Equipment Provider to initiate a software download to complete the setup process.		
6. Run connectivity test with equipment vendor and network to assure transactions are authorizing and posting correctly.		
ONGOING		

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Maintain the POS equipment.	Provide reporting of private site transactions in purchase reports	Provide processing support for the private site owner/operator
Notify WEX Merchant Operations of equipment changes, new additions, or software updates.		
Ensure security at the site.		

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

CERTIFIED EQUIPMENT VENDOR LIST

Below is a list of the current contacts at each of the respective equipment providers WEX works with for private site set-ups:

FUELMASTER	
Edye Michelle Coxwell Distributor Relations Coordinator	(800) 888-9136, ext. 1444 edye.coxwell@myfuelmaster.com www.myfuelmaster.com
GASBOY	
Pete Moyer Director of Sales	(757) 215-5893 pete.moyer@gilbarco.com www.gasboy.com
MULTIFORCE	
Keith Griesinger VP of Sales	(908) 419-0961 keithg@fuelforce.com www.fuelforce.com
OPW/PETRO VEND	
Bobby Hayes Control Product Manager	(770) 605-9611 robert.hayes@doverfs.com www.opwglobal.com
COMDATA/SMARTSITE	
Josh Connelly Inside Sales Manager	(615) 370-7207 jconnelly@comdata.com www.comdata.com

If a Purchasing Entity doesn't have equipment and they are interested in learning more, please contact one of the equipment providers above. For general questions about private site setups, contact WEX Merchant Operations at 888-660-8941 or merchantprocessing@wexinc.com

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WEX PRIVATE SITE ENROLLMENT PACKET

Choose the Purchasing Entity's program:

Private Site: Complete sections A, B, C & if relevant, G

Private Site Rebilling: Complete sections A-E & if relevant, G

Sign and date the agreement

Email to: merchantapplications@wexinc.com;

or Fax to: 1-207-253-1379;

or Mail to: Merchant Operations
PO Box 639, Portland, ME 04101

Select all that apply:

☐ New Set-up – First time Setup

☐ Additional Site Set-up

☐ Additional Account Set-up
Adding accounts to already existing sites

Allow 3-5 Business Days for setup. WEX is unable to complete same-day setups.

A. ACCOUNT INFORMATION

Account Number (found on Purchasing Entity's billing invoice): *(If more than one account, attach additional account information. All account numbers are needed in order to ensure correct set-up)*		
Fleet name (legal name of business or DBA):		
Fleet Contact (first name, last name):		Title:
Fleet Contact Phone Number:	Fax Number:	Email Address:

B. EQUIPMENT INFORMATION

Equipment Vendor (check one): ☐ ComData ☐ Fuel Master ☐ GasBoy ☐ MultiForce ☐ OPW/Petro Vend

Equipment Name, Model and Software (be specific):

C. SITE INFORMATION

Number of Sites:		
Provide a list of sites with the following information: *(If more than one location, attach additional site information)* Company Name:		
Physical Address:		
City:	State:	Zip:
Site Time Zone (check one): ☐ Eastern ☐ Central ☐ Mountain ☐ Pacific		
Contact Name:		
Phone Number:	Email Address:	

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D. VISITING FLEET INFORMATION (Rebilling Only)

If the Purchasing Entity will be allowing fleets other than their own to fuel at their Private Site location(s), please provide the following information for each visiting fleet.

Account Name: Account Number: _____

Account Name: _____

Account Number:

Account Name: _____

Account Number:

E. WEX BANKING AUTHORIZATION FORM (Rebilling Only)

BANK ACCOUNT INFORMATION

Private site owner/operator hereby authorizes and requests WEX to make payments of amounts owing to private site owner/operator by WEX by initiating credit entries to private site owner/operator's demand deposit account at the Bank indicated below ("private site owner/operator's bank"), and authorizes and requests private site owner/operator's bank to accept any credit entries initiated by WEX to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, private site owner/operator hereby authorizes WEX to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "private site owner/operator's bank" shall mean and include the bank identified below by private site owner/operator and any successor bank identified to WEX (i) in a Notice of Change provided to WEX by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by private site owner/operator, whether orally or by other non-written means. Any such notification to WEX shall be effective only with respect to entries credited to private site owner/operator's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Private site owner/operator agrees and acknowledges that WEX will not be liable to private site owner/operator for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association. Funds from the visiting fleet transactions will be automatically deposited in the private site owner/operator's bank account via ACH 30 days after the transaction posts in the WEX system.

Bank Name and Address	ABA Routing Number
Account Name	Account Number

IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A VOIDED CHECK

IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A COMPLETED W-9 AND
IF A PURCHAING ENTITY HAS INCOME GENERATED FROM CALIFORNIA SOURCES,
THEY ARE REQUIRED TO COMPLETE AND RETURN FORM 590

WEX must receive a completed W-9 and Form 590 in order to process application.

AUTHORIZED SIGNATURE

PRIVATE SITE OWNER/OPERATOR: The undersigned represents and warrants to WEX that all of the terms and conditions of this WEX Private Site Program Application consisting of this entire document in addition to any other document or addendum including the EX Private Site Program Application have been reviewed in their entirety, are true and correct, and set forth the agreement between WEX and the private site owner/operator. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the private site owner/operator. The Agreement shall only become effective upon WEX's acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to private site owner/operator of a private site owner/operator processing identification number. The private site owner/operator further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached WEX private site application. Once WEX begins processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature	Printed Name
Title	Date

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FOR WEX INC. INTERNAL USE ONLY	
Processed By	Date Processed
Settlement Entity	Site ID#

By signing and submitting this Private Site Agreement, the Purchasing Entity agrees to adhere to the WEX Private Site Card Sale Procedures incorporated herein as Exhibit A.

G. FEES

WEX shall charge the following fees:

(i) a set-up fee waived per site; and

(ii) a transaction fee of $0.15 for each card sale that is made using the private site owner/operator WEX charge card account.

(iii) a transaction fee of $0.15 for each WEX card sale that is made by a visiting fleet ("Foreign Transaction Fee") will be assessed to such visiting fleets for (iv) the purchases that they make using the sites set forth herein.

(v) WEX may increase the transaction fees, in its sole discretion.

☐ Check box if the Purchasing Entity has a separate negotiated rate under a Master Contract. Include the contract with their Private Site Agreement submission.

The contract is needed in order for set up to be completed.

H. MISCELLANEOUS

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and satisfies the requirements of a signature or writing under applicable law. The undersigned represents and warrants to WEX that all the terms and conditions have been reviewed in their entirety, all information provided in this request form is true and correct, and he or she has been duly authorized to sign and to bind the private site owner/operator to the terms of this agreement.

Authorized Signature:

Title:

Date:

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WEX PRIVATE SITE CARD SALE PROCEDURES

1. Method of Transmission Of Card Sales To WEX

A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.

B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

2. Minimum Card Sale Processing Requirements

A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon. MERCHANT is responsible for the inclusion of any applicable taxes on the fuel when allowing a non-tax exempt fleet to utilize the fuel at its locations. WEX will not add any taxes to the total PPG of any private site transactions transmitted by MERCHANT.

B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.

C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.

D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.

E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.

F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.

G. Merchant shall maintain a record of all information required in Section 1.3.A above.

H. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than $25.

I. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.

J. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

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K. Merchant must not submit Card Sales until Products are delivered.

L. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.

M. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

3. Data Input and Transmission

A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.

B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.

C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.

D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30)** days of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.

E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.

F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.

G. Use of the defaults in Section 1.3.E and 1.3.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.2.A for Card Sales.

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WEX PRIVATE SITE CARD SALE FREQUENTLY ASKED QUESTIONS

How does it work?

Drivers swipe their WEX fuel cards through the Purchasing Entity's WEX-certified equipment reader and enter a Driver ID and the vehicle's odometer reading. The transaction information is transmitted by the network to WEX for approval. In a matter of seconds, a driver using an authorized card can begin fueling. All of the Purchasing Entity's transaction information appears on their WEX purchase report.

What equipment will a Purchasing Entity need?

A purchasing Entity will need to purchase a card reader (or upgrade existing equipment) to match WEX and network requirements (see certified equipment vendor list).

What is the cost?

There is a one-time set up fee that is waived and a $0.15 per transaction fee. Costs to purchase new card readers (or upgrade current equipment) vary by vendor so the Purchasing Entity will need to negotiate their purchase.

Are there other costs that might be associated with set up?

Depending on Purchasing Entity's chosen network and equipment vendors, there could be additional hardware and software costs. Please contact the Purchasing Entity's providers for more information.

How does a Purchasing Entity sign up?

Just complete the enclosed Private Site Agreement and submit it to WEX.

What equipment provider would WEX recommend?

WEX provides the Purchasing Entity with a certified equipment vendor list to choose from. The Private Site Owner/operator is responsible for the purchase and upkeep of the equipment.

Who do I contact with issues regarding incorrect product coding or reporting from the Purchasing Entity's equipment?

The Purchasing Entity's vendor or network will be able to ensure proper downloads and configurations are reporting correctly.

What is a network?

A network is a third party processor who sends a transaction files from the Purchasing Entity's equipment to WEX for electronic processing.

What information should a Purchasing Entity provide the network helpdesk if they need to call?

Be sure to have the Merchant/Terminal ID for the location the Purchasing Entity is calling for. This along with the Network Contact numbers can be found on the Welcome Packet received from WEX.

If a Purchasing Entity participates in Rebilling, how do they receive the funds for the fuel used by visiting fleets?

Upon enrollment, WEX will collect the Purchasing Entity's banking information to set up ACH payment. The funds for visiting fleet transactions will be automatically deposited in their account under the payment term of their contract.

If I allow visiting fleets to fuel at my location, how will I be able to keep track of those transactions?

Each month, WEX will send you a private site merchant report. The report will provide detail on all visiting fleet transactions. In addition, your transaction detail report will include both local and visiting fleet transactions.

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WEXPAY ENROLLMENT PACKET

FAX to: _____ **FAX #:** _____

1. Complete parts A and B.
2. Be sure to sign the form and keep a copy for the Purchasing Entity's records.
3. Fax completed form to: 1-800-516-7536.

A. ACCOUNT INFORMATION

Account Name:	Account Number: 04
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:

B. SETUP INFORMATION

Complete the below items:

_____ Number of Alternative Authorization Instruction cards needed. (WEX recommend at least one per driver using WEX*Pay*)

$_____ How much spend does the Purchasing Entity anticipate? (Credit line may need to be reviewed)

C. TERMS AND CONDITIONS

These terms and conditions supplement the WEX ® Business Charge Account Agreement (the "Agreement") between the Purchasing Entity and WEX Bank ("Issuer"). The following additional terms and conditions shall be applicable to their account upon their completion and WEX's acceptance of this WEX*Pay*™ Request form. The Participating Entity's continued use of their account and the product referenced herein constitutes acceptance of these terms and conditions. All capitalized terms shall have the same meaning as in the Agreement, as amended from time to time.

Issuer will provide single use virtual MasterCard® Cards for purchases made by the Purchasing Entity only at U.S. merchant locations that do not accept the WEX® Universal Fleet Card. A virtual card is one where there is no plastic issued, only card numbers. Single use virtual cards may be used for purchases one time only. MasterCard International's chargeback rules apply. The Purchasing Entity's MasterCard purchases will appear on their WEX® Universal Fleet invoices. The Purchasing Entity agrees to
pay and/or perform, as the case may be, when due all indebtedness, obligations and liabilities of each MasterCard account established pursuant to this request of every kind, nature and character whatsoever, including, without limitation, (i) all amounts payable under each account, (ii) all obligations, covenants, and agreements contained herein. Purchases are due and payable in full by the Purchasing Entity upon billing in accordance with the terms of credit Agreement with Issuer.

In the event the Purchasing Entity currently participates in any rebate or discount program offered by Issuer for the WEX® Universal Fleet card purchases, their purchases made using WEX*Pay*™ will apply to such rebate or discount provided they meet any conditions of such rebate or discount program.

Issuer reserve the right to modify or terminate WEX*Pay*™ at any time upon 15 days notice to the Purchasing Entity.

Issuer will provide WEX*Pay*™ Alternative Authorization Instruction card for the Purchasing Entity's distribution to their drivers. When their drivers present the Alternative Authorization Instruction card to a merchant, the merchant may, at the merchant's discretion and their own risk, either complete the work or contact Issuer to validate the Purchasing Entity's account. Issuer will not pre-authorize the transaction if the work has not been completed but WEX will provide the merchant with a reference number so that they may contact WEX upon completion of the work for payment authorization. In order to validate the Purchasing Entity's account WEX must preview their account information and this may affect their control limits, if the Purchasing Entity has set them on their account, including the number of transactions available per day and the total daily dollar limits. The Purchasing Entity should check their current controls (if any) to be certain that they have sufficient limits for these transactions. If they make any changes or set any control limits, the Purchasing Entity agrees that WEX is authorized to rely on such changes and WEX will not be responsible for any losses resulting from such changes. The Purchasing Entity will also agree that WEX will not be liable to the Purchasing Entity for any loss, liability or damages they suffer which arise from, are related to, or are in any way connected with any fraud control or purchase restrictions such as Authorization Controls which WEX implements from time to time. WEX is not liable on account of any merchant's refusal to honor the MasterCard or to participate in the WEX*Pay*™ process, regardless of the reason.

The person signing this Out-of-Network Authorization Process Request represents and warrants that he/she is authorized to execute this Request.

X Authorized Fleet Contact Signature:	Date:
Print Name:	Title:

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EXHIBIT F

DEFINITIONS

This exhibit provides definitions of terms used throughout this Master Agreement and exhibits.

Account: For purposes of this Master Agreement, cards do not represent an individual account. Accounts are established within the WEX system in the Participating Entity's hierarchy where the cards are issued from. The Account contains the overall credit line and authorization controls that are applied to one or many cards.

Account Coordinator: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Annual Volume: Total volume spend by all Purchasing Entities within a Participating State for all card liability products in a calendar year.

Applicable Taxes: Federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel that may be eligible for tax emption by the Contractor.

ASC X12: Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange (EDI) standards. Also known as ANSI ASC X12.

Associations: Group of card-issuing banks or organizations that set common transaction terms for merchants, issuers, and acquirers. Some major associations are Visa, MasterCard American Express and Discover. Also referred to as Network.

Authorization Controls: Controls that are established in the WEX system and assigned to every card to determine the purchasing rules for cards assigned to the given control profile. Like an Emergency Card, emergency authorization controls can also be established.

Authorized User/User: Representative of Purchasing Entity that leverages a Commercial Card, manages Commercial Cards, and/or accesses the online system

Automated Clearing House (ACH): Central distribution point for transferring funds electronically for participating depository financial institutions. Transactions are accumulated and sorted by destination for transmission during a predetermined period. It includes small dollar payments in large transaction volume.

Bank Overrides: A transaction that has been pushed through by the Contractor.

Basis Points: Unit of measure for incentive share/rebate rates. One basis point is equal to 1/100th of 1% or 0.01% or 0.0001.

Bidder: Any entity submitting a bid or response to the solicitation

Billing Cycle: A specific recurring time period between the time statements of account/invoices are processed.

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Card Issuer: Financial institution issuing a Commercial Card or account. Also referred to as a card issuer, card provider or bank. For the avoidance of doubt, Contractor shall be the sole Card Issuer under the Master Agreement and Participating Addenda.

Card User Agreement: Agreement between the Purchasing Entity and awarded Contractor verifying credit availability, account information, and agreeing to the terms and conditions of the Master Agreement and Participating Addendum.

Cardholder: An employee, contractor, or representative of a Purchasing Entity to whom a Commercial Card is issued for making designated business purchases/payments on behalf of his or her organization.

Card-less Accounts/Ghost Cards: Accounts that have no plastic card issued, only an account number to which the acquisition of goods and services are charged.

Centrally Billed Account: Card accounts are billed to the Purchasing Entity or program within a Purchasing Entity. CBA accounts are paid directly by the Purchasing Entity.

Client-held Days: Number of days from the billing cycle date to the date payment is received.

Commercial Card: Generic term for any card product used by organizations for making payments for various goods, services and business expenses.

Contractor: The entity/entities awarded a Master Agreement and/or Participating Addendum(s) as a result of the evaluation of the bids received in response to a solicitation.

Corporate Liability: Purchasing Entity is liable for all card transactions and fees.

Credit Application: WEX form to establish a credit line with WEX Bank and adhere the contractual terms & conditions of this Master Agreement to the Purchasing Entity.

Declined Transaction: Transaction where authorization has been refused by the Card Issuer's transaction authorization system.

Duplicate Transaction: a transaction that has been processed twice for the same purchase.

Department: Functional business unit of an organization such as purchasing, accounting, human resources, etc.

Department Card: Card issued to a department rather than a specific cardholder.

Declining Balance/Managed Spend Card: Specialized Purchase Card with a pre-set spend limit and expiration date that is typically non-replenishing. Also referred to as a Controlled Value Card.

Electronic Payables: A form of electronic payment, utilizing the card infrastructure, managed centrally within an organization, typically by accounts payable. Also known as electronic accounts payable (EAP), automated payables, e-payables, Virtual Payment Cards, push payments, straight through payments 9STP), buyer-initiated payments (BIP), supplier/vendor card, single-use accounts and

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electronic invoice presentment and payment (EIPP). Each provider has a proprietary name for its solution; functionality and processes vary for each.

Eligible Purchaser: A Purchasing Entity authorized pursuant to the execution of a Participating Addendum.

Emergency Card: A type of Commercial Card that is always open, active and ready for use. Usually equipped with high or no credit limits and are used in emergency response situations.

Entity Program Administrator(s): A common role responsible for various administrative tasks (i.e., ongoing operations) in a typical Commercial Card program, including card issuance, account maintenance, card cancellation and reporting.

File Turn: Number of days from the date a transaction is posted to an account to the date payment is received.

Fleet Card: Specialized Commercial Card used to capture fleet-related expenses and vehicle data (e.g., fuel, vehicle maintenance, repair, and service).

Foreign Transaction Fee: A charge applied to purchase made in foreign countries (outside the United States). Purchases made online from your home country where the vendor is foreign and processes the transaction in its local currency.

Fraud: Unauthorized use of a card, resulting in an acquisition whereby the Purchasing Entity does not benefit.

Implementation: Process of putting all card program functions and activities into place.

Interchange Rate: A rate, set by the Network (i.e., Visa, MasterCard, Discover, American Express), collected by the card issuer to cover the cost of processing the transaction.

Lead State: State responsible for soliciting for and managing the awarded Master Agreement.

Level 1 Data: Standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date transaction/credit was processed by the Contractor, Contractor processing/transaction reference number for each transaction/credit, and other data elements as defined by the Associations or similar entity.

Level 2 Data: In addition to Level 1 data, includes sales tax amount, company information, and other data elements as defined by the Associations or similar entity.

Level 3 Data: In addition to the Level 2 data includes cost, quantiles, unit of measure, product codes, product descriptions, and ship to/from zip codes, freight amount, duty amount, order date, discount amount, order number and other data elements as defined by the Associations or similar entity.

Master Agreement: Underlying agreement executed by and between the Lead State and the Contractor, as now or hereafter amended. May also be referred to as contract or Master Contract.

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Master Agreement Administrator: Employee of the Lead State responsible for soliciting for and managing the awarded Master Agreement

Master Agreement Authorized Representative: Employee of the Bidder authorized to sign bid submittal documents, provide bid clarification responses, and function as the primary point of contact during the solicitation and evaluation.

Merchant Category Codes (MCC): A system of four-digit codes, maintained by networks, used to identify a merchant's principle trade, profession or line of business; a MCC is assigned to a merchant by the merchant or merchant acquirer.

Merchant Negotiated Transaction: Transaction completed with a merchant that has an agreement with the Association to complete theirs at a lower than standard interchange rate.

Merchant Negotiated Volume: Total quarterly merchant negotiated volume spend by a Purchasing Entities for all card liability products in a Quarter.

Merchant Overrides: A transaction that has been pushed through by a merchant location.

National Annual Volume: Total annual volume spend by all Participating States/Purchasing Entitles for all card products in a calendar year.

National Annual Volume Incentive: Rebate or Incentive Share earned by a Participating State based on their contribution to the National Annual Volume.

Network: Entity that facilities the movement of transactional data between the Card Issuer and acquirer and sets merchant rules for card acceptance. Organizations in this role include Visa, MasterCard, American Express and Discover. Also referred to as Association.

Non-Standard Volume: Transactions that are processed using Reduced Interchange Rate as determined through an agreement between the merchant and the Association.

Participating Addendum: An agreement signed by the Contractor and a Participating State that incorporates the Master Agreement and any other additional Participating State specific terms and conditions.

Participating Addendum Administrator: Employee of the Participating State responsible for the management and administration of the Participating Addendum.

Participating Addendum Authorized Representative: Employee of the Participating State authorized to sign the Participating Addendum.

Participating State: Any State, territory or entity (authorized by a state's chief procurement officer) that chooses to execute a Participating Addendum under the awarded Master Agreement. May also be referred to as Participating Entity.

Participating State Annual Volume: Total annual volume spent by a Participating States for all card products in a calendar year.

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Product Code (PC): A unique identifier, assigned to product types (e.g. maintenance, tires, etc.) within a Fleet management system.

Program Administrator(s): Refers to Participating Entity, Purchasing Entity, or Statewide Program Administrators.

Program Administrator Overrides: A transaction that has been pushed through by a Program Administrator.

Prompt Payment Incentive: Rebate or Incentive earned by a Purchasing Entity based on their average speed of pay/file turn days.

Purchasing Entity: Any eligible organization executing a Card User Agreement as allowed by a Participating Addendum under the Master Agreement.

Quarter: Three (3) month period based on the yearly calendar as follows:

Quarter 1(Q1) – January, February & March
Quarter 2 (Q2) – April, May & June
Quarter 3 (Q3), July, August, September
Quarter 4(Q4) – October, November & December.

Quarterly Non-Standard Volume: Total Non-Standard Volume sales for a Quarter.

Quarterly Non-Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Non-Standard Volume sales for a Quarter.

Quarterly Standard Volume: Standard Volume sales for a Quarter.

Quarterly Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Quarterly Standard Volume.

Quarterly Total Volume: Total quarterly volume spend by all Purchasing Entities for all card liability products in a Quarter.

Relationship Manager: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Reduced Interchange Rate: A lower interchange rate for processing Commercial Card transactions.

Standard Volume: All transactions, less Non-Standard Volume, fees, cash advances, convenience checks, Fraud, chargebacks and net of Write-Off Adjustments.

Statement/Invoice: Document reflecting account details for the billing period including debits, credits, transaction detail and balance due.

Statewide Program Administrator: Employee of the Participating State who administers the State's Purchase Card and or Fleet Card Program(s)

Transaction: Exchange between cardholder and merchant, payment for goods and/or services.

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Virtual Cards/Single Use Card: One time use account numbers.

Write-Off: A cancelled account with an unpaid balance determined to be uncollectible by the Contractor. Accounts are considered uncollectible once delinquent for one-hundred-eighty (180) days after billing cycle close date. At the Contractor's discretion, collection action may continue on these accounts.

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EXHIBIT G

FLEET CARD SERVICE REQUIREMENTS

This exhibit details Fleet Card service requirements and Contractor responses to how these requirements will be met as submitted with their bid.

1. **RESERVED** – Identifies card products available in Exhibit A.

2. **ADMINISTRATION OF ACCOUNTS**

2.1 System must allow for Program Administrator to setup new accounts online – including ordering and registering cards, establishing User ID and password.

2.2 System must allow for Program Administrator to add, edit, or remove single or multiple Product Codes (PC) or Merchant Category Codes (MCC) from multiple card accounts at once.

2.3 System must allow for Program Administrator to initiate one-time overrides per transaction.

2.4 System must allow for Program Administrator to establish roles, access, and authority levels for all user types (i.e. managers, approvers, cardholders) within the Purchasing Entity.

2.5 System must allow for Program Administrator to unlock system access, reset User ID and reset password for any User within the Purchasing Entity.

2.6 System must allow for Program Administrator to see changes made to a card profile and who made those changes.

2.7 System must allow for system to allow Program Administrator to view cancelled, deactivated and suspended cards within the Entity.

2.8 System must allow for Program Administrator to order and issue replacement cards (singular or multiple simultaneously) online.

2.9 System must allow for Program Administrators and Cardholders to access statements online.

2.10 System must allow for Program Administrators and Cardholders to mark accounts for paper or paperless statement delivery.

2.11 System must notify Program Administrators and Cardholders of statement availability.

2.12 System must allow for Program Administrator and Cardholders to check status of cards and view account information including but not limited to:

- balances
- limits
- charges
- declined transactions
- spend history
- default accounting codes
- demographics

2.13 System must allow for the Program Administrator to choose the billing cycle close date for the Purchasing Entity. The billing cycle date will be established at account implementation and will be set for the Purchasing Entities' agreement period.

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2.14 System must have the ability to roll-up billing to managing account level or bill at department level as determined by the Purchasing Entity.

2.15 System must display all transactions in US Dollars.

2.16 System must be able to restrict fuel type at the card and/or vehicle level by not allowing the wrong fuel type to be purchased and by being able to report exceptions for wrong fuel type.

2.17 System must be able to apply hard limits on quantity (gallons) of fuel dispensed.

2.18 System must be able to restrict maintenance purchases.

2.19 System must allow for Program Administrator to reset Driver PIN online and in real time.

2.20 System must have the ability for Program Administrator to set/change PIN for each driver and/or vehicle.

2.21 System must be able to provide federal fuel tax exemption prior to invoicing.

2.22 Reserved, see Exhibit D Establishing an Account.

2.23 System must allow for Program Administrator to edit User ID, role and authority level online.

WEXOnline® allows the Program Administrator, or other individuals with appropriate permission levels, to add/edit new online users, manage existing users, and manage online enrollment requests. The module also allows for a prospective user to self-enroll online and have their request route to a Program Administrator to be approved and have the appropriate level of access assigned to them by the Administrator. A prospective user is not granted any level of access until after their request has been approved by a Program Administrator and their level of access is assigned.

The administrator retains ultimate control over access and assignment of roles, authority level and privileges allowed online. The module contains prepopulated templates for roles with varying levels of permissions available online to control the access an individual may have for their given job duty. The module also allows for users to create custom roles for levels of access specific to an individual or job duty. This creates appropriate account and system access, based on user responsibilities; ultimate control over who has access to the module, what level of access, and to what accounts; and the ability to track user logins.

Additionally, WEXOnline® allows users to reset their passwords on their own should they need to do so. This allows for a greater level of control at the user level and helps minimize the need to reach out for assistance with a reset.

2.24 System must have a minimum of seven (7) program hierarchies.

WEX's system allows for robust account structures and reporting functionality. WEXOnline® supports nine (9) levels of hierarchy, providing a high level of detail and flexibility. The levels of hierarchy are customizable to the set-up of an individual entity participating in the contract to meet their specific needs.

For example, the State of Washington could be set up as a level 1 (L1) account with multiple L2 accounts hanging off of the overall contractual relationship. The accounts under the L2 would then have the ability to structure the departmental breakdown unique to that agency or entity.

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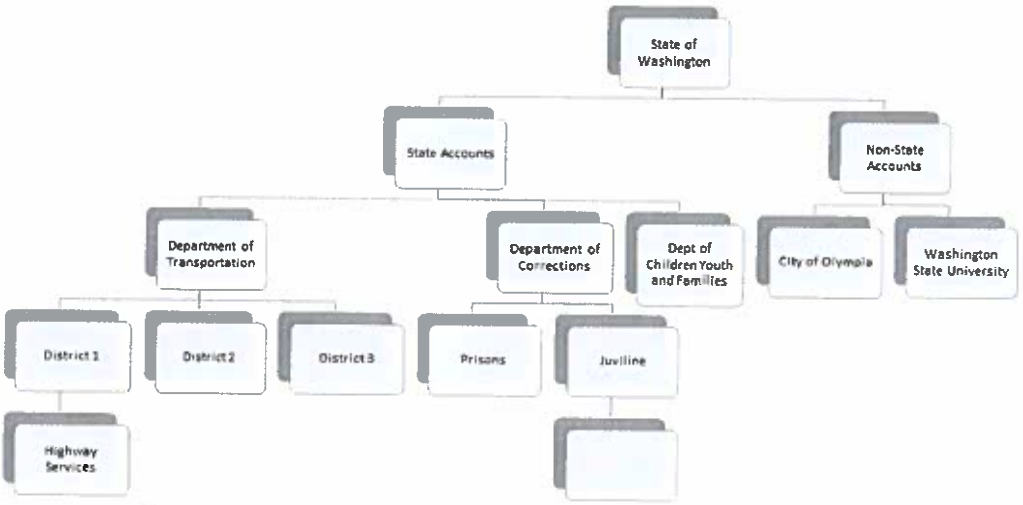
DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D



- Identifying accounts:
  - Accounts can be identified in multiple ways in WEXOnline®. WEX offers custom reporting, account search functionality, and visual hierarchy layouts that are collapsible for finding and identifying accounts. Reporting can also offer account details about the account with the hierarchy regarding addresses (shipping, billing, primary and physical) total drivers and/or vehicles, total cards, default authorization profile, and primary shipping method and carrier.

- Reporting rebate earnings:
  - WEX does offer rebate reporting that provides a full breakdown of rebate for a given time period. WEX will work with states at implementation to get the appropriate rebate reporting set-up to cover their needs.

- Reporting transaction data:
  - All WEX transaction data is available within WEXOnline® to view and is reportable through the system. Additionally, WEX offers custom files and file interfaces to provide transactional data to customers. Below are several templated examples of how transactional data as well as authorization data can be accessed in WEXOnline®.
    - Custom Report/ Authorization Activity – This template helps users build a custom report with a direct view of authorization activity, including declines transactions.
    - Custom Report/ Transaction Management – This template permits users to generate a transactional-level report, whereby a user may analyze usage at certain merchants, or within certain timeframes, or exceeding specified dollar amounts and more.

2.25 System must allow for a Statewide Program Administrator account with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement.

WEXOnline® allows for a Statewide Program Administrator with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement. This would be accomplished by providing the administrator with an access role rooted at the top of the hierarchy. This can be accomplished through either the templated roles available within the module or creating a custom role should it be required.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

2.26 System must allow for Program Administrator to simultaneously activate, deactivate, suspend, and terminate cards online.

WEXOnline® allows the Program Administrator to update cardholder and vehicle information online, including simultaneously activating, deactivating suspending or terminating cards. This is accomplished by providing the administrator with edit access to vehicle/cards and driver information. The administrator can select multiple cards and then choose to activate, deactivate, suspend or terminate these cards simultaneously. Additionally, through the account support provided by WEX, an agency can also send large amounts of data to the WEX Premium Fleet Services Account Manager to handle for them on their behalf. For example, if a State's motor pool had a large amount of new vehicles incoming or old vehicles being sold, the agency's fleet manager could send a spreadsheet of the information to WEX to activate, deactivate, suspend or terminate cards on the State's behalf. This often helps save time, energy and resources in a given agency.

2.27 System must allow for Program Administrator to update all cardholder information online, unless barred by Federal Regulation.

WEXOnline® allows the Program Administrator to update all cardholder and vehicle information online. This is accomplished by providing the administrator with edit access to cardholder/driver information. Additionally, through the account support provided by WEX, an agency can also send large amounts of data to the WEX Premium Fleets Services (PFS) Account Manager to handle for them on their behalf. For example, if a State agency had a large amount of seasonal workers coming on again to work, the agency's fleet manager could send a spreadsheet of the information to WEX to activate, deactivate, suspend or terminate drivers/card holders on the State's behalf. This often can help save time, energy and resources in a given agency. WEX Fuel cards are not individual liability cards, so WEX is not aware of any Federal Regulations preventing the editing of cardholder information online.

2.28 Throughout the life of the Master Agreement and associated Participating Addendums, Purchasing Entities may have reason(s) to cancel a card (or a group of cards).

Cards or groups of cards can easily be canceled within the WEXOnline® module. Cards can be found under the Fleet Manager tab, administrator can search to find the card or group of cards an authorized user may want to cancel. Once a card has been reported lost, stolen, canceled, suspended or otherwise inactive, it is immediately invalidated in the WEX system. As stated above, this can be accomplished in WEXOnline® or by contacting the fleets Premium Fleet Services Account Manager or by calling WEX's 24/7 customer service. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Additionally, once WEX receives proper notification, the fleet is relieved from liability for any subsequent charges.

2.29 When a card (or group of cards) is closed, a credit may be due to the card based on an overpayment, transaction credit, or something similar.

WEX's receivables department reviews all credits on termed accounts and cards 90 days after termination. If the credit qualifies for a refund, WEX will process that transaction and send a check for closed accounts or post a credit to an account, if it is a cancelled card within an active account.

The timeline for a credit to post to an account can vary. This is due to the nature of the credit. For example, in some cases a WEX representative may be able to confirm immediately that a credit is owed. In other cases WEX may need to do additional research or contact a merchant to

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

verify additional information. WEX always works to resolve any owed credits as quickly as possible. Once the credit is confirmed to be owed to the customer, it is posted to the account and it will be reflected as a credit on the next invoice in the billing cycle. Should the customer require payment for the credit, WEX will process the credit for payment which typically takes 3-5 business days.

2.30 Foreign Transaction Fee

For US-based WEX card programs, the WEX system recognizes an assigned originating site ID and/or country code, provided to WEX by the merchant, for the corresponding country of origin of a transaction.

For example, if an agency transacted in Canada, WEX would receive the transactional data that would include a site ID, country code or similar identifying code, provided to WEX by the merchant, for the site. The WEX system would then compare that transaction's location against the merchant location's country of origin, in this case being Canada.

The check in the WEX system is also tied to the currency. For US-based WEX card programs, the currency is based in US Dollars. If a transaction comes through in Canadian Dollars, the WEX system would flag that transaction and assess the associated Foreign Transaction Fee.

Foreign Transaction Fees are denoted in WEX reporting to reflect the appropriate amount invoiced to a customer, versus what may show on a customer's point of sale receipt from a merchant.

2.31 System must be able to route transactions through approval/workflow path as established by the Program Administrator.

WEXOnline® provides the ability to route transactions through an approval workflow path. The user roles required for this functionality and the process flow is outlined below.

An eligible approver is a User within a hierarchy who

- has the Approve Transactions permission
- has opted in to receive approval emails
- is an active online user
- a Fleet Manager/Program Administrator. A Fleet Manager will have all of the Manage Transactions features and functionality including the Approve Transactions permission
- or, have a Custom Role that includes the Approve Transactions permission only.

For those responsible for *reviewing* transactions:

These users will have Manage Transactions without the Approve Transactions permission. They:

- can filter transactions
- can view transactions
- can change transaction status as follows:
  - None → Follow Up
  - None → Reviewed
  - Follow Up → None
  - Follow Up→ Reviewed
  - Reviewed → None
  - Reviewed → Follow Up
  - will have all other existing manage transaction functionality (including upload receipt,

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

reallocate, notes, view history)
- If there is an eligible approver at and/or above the reviewing user in the hierarchy, the user can see the "Email Approval Request" button and send an email to those Approvers.

For those responsible for approving transactions:

These users will have a Custom Role with the Approve Transactions permission that allows them to:

- filter transactions
- view transactions
- change transaction status as follows:
  - reviewed → approved
  - reviewed → follow up
  - approved → reviewed
- receive and read approval emails sent from a User at and/or below their level in the hierarchy as long as long as the user has opted in to receive Approval Emails

Or, they can be assigned a Fleet Manager/Program Administrator role so they:

- can do everything available in the Manage Transactions
- Fleet Manager/Program Administrators also have the ability to change permissioning or access to allow for substitution scenarios when the approver role maybe out on vacation or leave allowing another user who is either new or would have a lesser role normal to step in an approve transactions in the Fleet Manager/Program Administrators absence.

2.32 System must allow for Program Administrator to add, edit, or remove security features (temporarily or permanently) in real time at the card account level including, but not limited to:

- dollar per transaction limit
- maximum daily/weekly/monthly spend
- transactions per day/week/month limit
- pay at pump only
- tank capacity limit
- type of fuel, by individual vehicle
- authorized State or Province
- Product Code (PC) blocks

The WEX system and the Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details, card by card or simultaneously among a grouping of cards. The Program Administrator has all the capabilities requested above, the ability to do so in real-time and simultaneously to multiple cards. Pay-at-pump ONLY functionality is systematically supported by WEX but cannot be done online. This is supported by the WEX Customer Service team on request or during account set-up at the time of implementation. Product code blocks are achieved by our product-type controls in the authorization profile card is assigned. These can be changed, created and applied in real-time and simultaneously to multiple cards.

Users can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce purchasing policies

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during implementation phase)
- Edit account information

WEXOnline® is structured to provide the ultimate flexibility to meet unique account program needs. The Administration module of WEXOnline® allows the fleet manager to create custom roles that can be assigned to online users to limit or broaden access into the system. The fleet manager can create custom roles which provide users with access to different sections – like the driver section. This setup allows them to focus on their defined tasks without giving broader permissions that could be abused.

Authorization profiles are the purchasing control parameters, or limits, that fleet managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic naming scheme. For example, one group of profiles could be named "sedan," and the profile could be applied to that group of vehicles. Or, the profile could be called "delivery driver," and be set up for that type of employee. The fleet manager can assign as few or as many profiles as necessary

Fleet managers can add new profiles, view existing profiles, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated with that profile. There is no limit to the number of cards that can be assigned to a certain profile and this functionality eliminates the need to manually edit each driver or vehicle record when a policy changes.

Benefits include centralized account management; efficient administration of cards, driver, vehicles and authorization controls; and quick link navigation to all management features and functions.

2.33 System must allow for Program Administrator to assign card (with an identifying PIN or VIN number) to a driver, vehicle, department, etc. as determined by the Program Administrator.

A WEX card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. This flexibility allows a Fleet Manager/Program Administrator to assign a card (with an identifying PIN (Driver/Vehicle ID) or VIN number) to a driver, vehicle, department or any other entity, asset or individual needing a card as determined by the Program administrator. When the card is swiped at the point-of-sale device, the driver is prompted to enter a Driver ID (DID), or PIN as referenced in the requirement, and the odometer reading of the vehicle in order to receive authorization for the ensuing transaction.

Each DID can be assigned to one, many, or all cards on the WEX account and can be generated by WEX at random, or assigned by the fleet customer. This 4- or 6-digit DID can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred to use). For example, if Purchasing Entity decides to assign the card to the driver, the driver would typically enter a DID associated with the vehicle. If Purchasing Entity prefers to assign the card to a vehicle, typically the DID is associated with the driver.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

The DID, combined with the card and account validation rules, is queried against the WEX database for verification and transaction authorization. If valid, the transaction is authorized. The WEX card cannot be electronically activated without entering a valid DID, making the card useless to someone who has found or stolen it and does not know the DID. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

2.34 System must allow for Program Administrator to create an approval path of setting specific card limits higher than Entity established limits.

2.35 System must allow for Program Administrator and/or Cardholder to mark transactions sent to accounting for payment.

2.36 System must be able to send notifications of pending approval(s) based on established approval path.

2.37 System must allow for Program Administrator to lock transaction accounting code data from editing.

2.38 If capable, system must allow for Program Administrator to create templates for card/account set up (i.e. same billing address, TIN, workflow, etc.).

The WEX system allows for templates with different functions within the site as well as the ability to utilize "clone" functionality, which acts in the same manner as a template. Cloning functionality exists for card and authorization profile information to leverage like information (address, cost center, TIN, org/department, user defined fields, etc.) associated between card or driver types.

- Templated default limits for authorization profile & set-up
- Clone function

The WEX team lead by an assigned Strategic Relationship Manager and Premium Fleet Services Account Manager will work to set-up and establish these with customer during the initial implementation. For needs that arose after implementation the Premium Fleet Services Account Manager will be able to assist in setting up these functions.

2.39 If capable, system must allow for Users, with multiple roles within a program, (i.e., Cardholder & Program Administrator) to opt to have one login to be able to access all aspects of their accounts (dual role). If yes, provide details on how that functionality works/is implemented.

The flexibility of the WEXOnline® module allows for each user's User ID to have one assigned role. However, this requirement can be met by creating a Custom Role with all necessary levels of permissions to support scenarios where a user maybe both a cardholder and Program Administrator or have other roles and responsibilities with a given agency. Another example is when the user is a cardholder who also carries financial responsibilities and also need to access the system for pulling invoices and reporting, and making payments. The module allows for this user's access to be customized to the specifications specific to their job function.

3. DATA COLLECTION AND MANAGEMENT

3.1 System must capture and display transaction data at the following minimum levels:

- Cardholder
- Approving official
- Entity office or unit
- Account/billing (available at different levels)

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Entity Program Administrator or alternates (available at different levels)
- Participating State (all state entity transactional data, statewide administrative level and compliance review group)

3.2 System must have the ability to view transaction authorization/declines in real time.

3.3 System must post transactions within twenty-four (24) to forty-eight (48) hours of receipt from merchant.

3.4 System must have the ability to capture and display Level 1, Level 2, and Level 3 transaction data as made available from the merchant.

3.5 System must allow for Users to add notes, comments, and additional descriptions to a transaction in a separate field. This field must:

- Allow for alpha, numeric, and special characters.
- Be searchable
- Be reportable
- Be accessible to all hierarchies within the system

3.6 System must be able to capture and display merchant Tax Identification Number (TIN) or similar unique identifier.

3.7 System must allow for user to input a minimum of 150 character of Entity defined accounting code structure/segments at the transaction level.

3.8 System must allow for the Purchasing Entity to set requirements for accounting code segments (i.e. mandatory, non-mandatory, etc.)

3.9 System must allow for Purchasing Entity to define, edit, maintain, and upload valid value tables for each accounting code segment.

3.10 System must actively validate accounting segment data against valid value table data as determined by the Purchasing Entity.

3.11 System must allow for Program Administrator to assign, edit, and delete "default" accounting codes for all program hierarchies within the Purchasing Entity.

3.12 System must allow for User to save and edit frequently used accounting codes.

3.13 System must allow for a minimum of 99 accounting code splits per transaction.

3.14 System must allow for User to manually enter tax detail at the transaction level.

3.15 System must allow Program Administrator to download the entire Fleet Card number for use in other systems.

3.16 Participating States and Purchasing Entities have a need to access past transaction detail data in real time for a minimum of thirty-six (36) months throughout the life of the Master Agreement and Participating Addendum.

WEX's system maintains past transactional data for a period of seven years (84 months). In the WEXOnline® module, files are retained for a period of 24 months. WEX's Premium Fleet Services Account manager can fulfill requests from NASPO participating entities for transaction details going back to 84 months.

In addition, WEX Fleet ClearView™ data analytics module has no cap on accessible data, so users of WEX Fleet ClearView™ Essentials and Snap modules, offered as part of WEX's core product

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

offering at no extra cost, are able to access past transaction data for a minimum of 36 months throughout the life of the Master Agreement, as required.

3.17 Templates/defaults

At the time of account set-up and during implementation, WEX can establish user-defined fields with a State or Agency. User-defined fields can be used for any information or data the State or Agency may wish to capture. For example, as it relates to accounting information, a user defined field can be created for a particular GL Codes or set of GL codes and made a mandatory field as part of the card set-up template a user will have to complete in order to place a card order. This ensures the data will be assigned to it can be reported against. These fields can also be added, removed or edited after the account set-up as well given the user has the appropriate permissions to do so.

3.18 System must allow for user to upload and attach supporting documentation to the transaction in the following formats (at a minimum): pdf, jpg, png.

WEXOnline® Receipt Upload feature supports the uploading of supporting documentation to a transaction in the following file formats: .png, .jpg, .gif, and .pdf. Additionally, WEX has the ability to add support for more file types for upload should an agency require it. WEX will work with agencies should there be a file format they may need.

3.19 Contractor will be required to work directly with Participating State to develop effective strategies to address product code errors with merchants.

WEX routinely works with merchants, the processing networks, and point-of-sale providers to ensure product code accuracy and address issues. Once WEX becomes aware that there is an issue with a merchant(s), we work with all parties involved to identify the root cause and remediate it. For customers whose tax exemptions may be negatively impacted by a product code error, if WEX is able to definitively validate the product that was actually purchased, WEX will perform a transaction correction to ensure that either the exemption or reported taxes are accurate.

WEX also employs other tools, like WEX Fleet ClearView™, to assist both our Merchant Services Team, this team is responsible for working with merchants, networks and point of sales providers to remediate issues like product coding errors, and our customers to actively catch errors in merchant data, like bad product codes.

WEX Fleet ClearView™ is a dynamic a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, uncover card misuse and potential driver theft, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX offers the ClearView™ Essentials and ClearView™ Snap modules as part of our core product offering with extra no charge. Included in the ClearView™ Essentials module is a live product code cleansing algorithm fleets can utilize to proactively catch and see corrected product types.

Product Code Cleansing: The data scientists on the ClearView™ Team solved a long-standing, industry-wide issue by designing and developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants. The algorithm can make the following determinations with a 0.3% error rate:

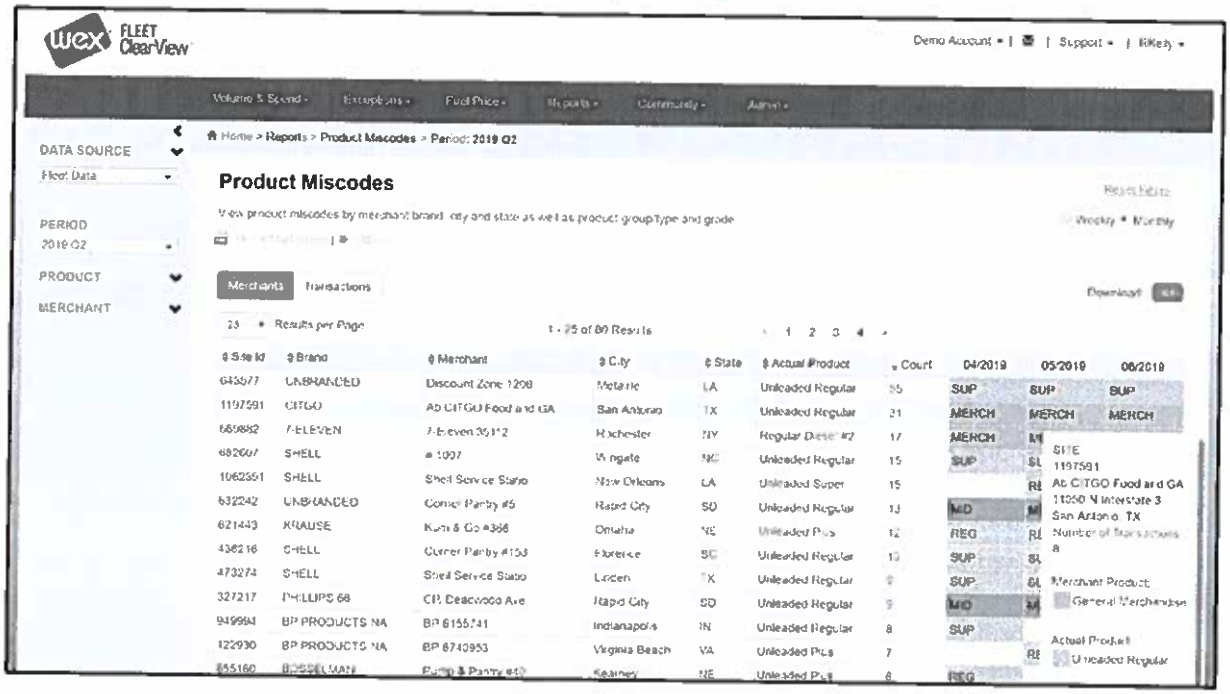
- Categorize transactions by Product Group: fuel and non-fuel

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Categorize fuel transactions by Product Type: gasoline and diesel
- Categorize gasoline transactions by Product Grade: regular, mid-grade, premium

Corrected values are used in ClearView™ analysis, calculations, and exceptions reporting. Purchasing Entity can trust their product-related data displayed in ClearView™ and use it to make informed and confident decisions. This corrected information is aggregated in the Reports Module and displayed in ClearView™ transaction tables. ClearView™ displays both the type, grade and product level information provided by the merchant and the corrected values enabled by the algorithm. This information can be downloaded into Excel.



For information about how WEX handles disputed transactions, see 16.1.

3.20 Controls and Non-Vehicle Spending

The WEX Fleet card was developed to provide control and transparency. The card allows for fuel spending, non-vehicle spending at accepting locations within WEX's closed-loop network, and non-fuel vehicle spending -- along with the ability to discern between those various types of purchases -- to allow ONLY purchases that comply with an agency's policy or those that have been approved by a reviewer with permission to grant that level of approval.

One of the most significant advantages the WEX proprietary closed-loop card offers over an open-loop solution is our custom-built network that operates on product codes and not Merchant Category Codes (sometimes referred to as MCC codes). The WEX Fleet card can only be used at fuel and maintenance locations that accept the WEX card. This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer.

WEX can ensure that all vendors accepting our cards comply with the same requirements and that data capture is tailored specifically to meet fleet customer needs.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

WEX Fleet Cards and open-loop credit cards both offer fleet managers the ability to track and set controls on fuel spend. However, the WEX closed-loop solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than open-loop credit cards.

Greater Access to Level III Data: All WEX-accepting merchants are required to be capable of transmitting Level III data, and that level of data is transmitted on 99.8% of transactions. When a driver swipes the card, the point-of-sale device prompts him or her to enter the Authorization Prompt ID and odometer reading. Level III line-item detail allows fleet managers to better track expenditures and facilitates cost analyses, vehicle life-cycle analyses, and overall fleet management.

For example, entering the correct odometer reading helps provide valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

Additionally, the WEX proprietary closed-loop network removes the need for fleets to have to perform site lockouts for merchants that do not transmit Level III Data on open-loop networks. Site lockouts can significantly reduce the number of accepting locations of an open-loop network card. This can be highly problematic for drivers utilizing open-loop solutions as they may pull up to a station that will decline their card due to merchant not being able to transmit Level III Data on an open loop solutions. This is not an issue for WEX's proprietary closed-loop network.

The WEX closed-loop proprietary network has an added advantage for government fleets eligible fuel tax exemptions. The IRS requires Level III Data to be included in that transaction data in order for a Credit Card Issuer to invoice a fleet net of the eligible taxes. These are typically Federal Excise Taxes for unleaded and diesel fuel and can have a significant impact to the bottom line for a fleet if they are not exempted up front by the fuel card provider. Transactions on an open-loop network where Level III Data is not present are not eligible for tax exemptions by the fuel card issuer.

Greater Security: The cardholder is required to enter an Authorization Prompt ID for each transaction. This helps prevent the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit internal and external fraud.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline®, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification.

WEX customer have the ability to choose between Fuel Only cards and Custom Control cards.

Fuel Only cards permit the purchase of fuel -- such as gasoline, diesel, or alternative fuels -- based on the coding in the card's magnetic strip. Non-fuel purchases are not permitted when non-fuel items are identified at the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

Custom Control cards permit all allowed types of purchases, based on the coding in the magnetic strip, at WEX accepting locations. This includes fuel, maintenance, and other items, such as general merchandise. Fleet managers have the option to apply Product Type Controls, allowing certain product categories to be allowed or blocked. For example, "General Merchandise" could

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be deselected, allowing only Fuel and Parts/Service-related purchases. Custom Control Cards and Product Type Controls provide control over *what* drivers buy, not just *where* they buy it.

WEX accounts may be comprised of all Fuel Only cards, all Custom Control cards, or a mix of the two. This enables fleet managers to issue the appropriate card type based on a variety of purchasing needs.

Purchasing Controls: WEX developed its own closed-loop acceptance network among merchants and can control transactions at the merchant-type level. The WEX card is accepted at approximately 135,000 fuel and maintenance locations across the US.

Most generic credit cards can control the type of merchant. However, WEX goes a level deeper and is able to control the product type being purchased.

Product Type Controls: Product Type Controls are groupings of like products separated by type such as services, fuels, oil and fluids, food, etc. These controls enable or disable access to specific product categories, within WEX's closed-loop network of fuel and service merchants. WEX uses Level III data to allow customized card controls that allow use only at certain times and/or on specific product types.

Product Type Controls
Fuel (always on)
Parts & Service
Quick Lube
Oil & Fluids
Roadside Assistance
General Merchandise

Fleet managers can then set spending limits at the transaction level: dollar limits, fuel quantity limits, and timeframe of purchase.

Product Type Controls enable the fleet manager to limit transactions within WEX's pre-determined network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, and disallow general merchandise, like snacks and soft drinks. A typical credit card would be open to all gas stations, and any merchandise that is available in this retail channel. For example, a driver could purchase electronics or snack food. This opens up the business to unauthorized expenses and program abuse.

Transaction Level Limits
Dollar Limits (Limit to specific daily and weekly amounts)
Fuel Quantity (Limit the amount of fuel purchased in a day)
Timeframe of Purchase (Limit to certain days, weeks, or hours of the day)

Purchase Controls: WEX Purchase Controls allow fleet managers to control the amount and frequency of purchases at the card level. Defining limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving Purchasing Entity money by limiting unauthorized purchases. Fleet managers can use these tools to establish daily, weekly, twice monthly, or monthly limits for fuel and service expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.

Purchase Control Tools *	Level
Per transaction dollar limit	Card
Per period dollar limits (daily, weekly, twice monthly, monthly)	Card
Per period # of transactions (daily, weekly, twice monthly, monthly)	Card

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Total Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Non-Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Gallons per period (daily, weekly, twice monthly, monthly)	Card
Time of day (subject to server location's time zone)	Card
Day of week (subject to server location's time zone)	Card

**Enforcement of some limits depends upon adoption of specification and merchant participation.*

3.21 Account Maintenance Services

The WEX system works off product codes that discern between what is being purchased. This includes maintenance services. If the WEX Product Type controls allow for maintenance services to be purchased in the card's assigned profile, then the corresponding product/service being purchased will be reported as any other transaction would. The controls in place are stated in 3.20 and maintenance services can be opted out of entirely as well should those types of purchase be not allowed. All of these controls can be accessed through the WEXOnline® module.

Additionally, WEX also offers a tool we call WEXPay™ to provide drivers a mechanism that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network. Typically used for independent or geographically remote fuel and service sites, WEXPay™ utilizes a virtual card interface to provide the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEX*Pay*™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for their drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. WEX applies those limits to both WEX Fleet Card and WEX*Pay*™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity's fleet purchasing and operations.

How It Works

As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies Purchasing Entity's purchase controls and collect the same level of purchase detail, including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

As an additional option for fleets that operate a call center type operation for maintenance approvals, WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®.

Lastly, WEX does offer an ancillary product that is separate from our fuel card offering that and completely optional for use that we call Purchase Log. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment. The Purchase Log product typically works well for fleets that operate a call center or central garage locations where an authorized fleet or service manager is working directly with service merchant locations who is servicing an asset of theirs. Purchase Log helps facilitate safe, secure, quick and easy payment. Additionally, it allows for maximum data capture to feed fleet management systems and removes the need for having to invoice on account, issue checks or other forms of payment.

Using the MasterCard® payment network, Purchasing Entity's see all requests and approve all transactions before they take place. Purchasing Entities can give their managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying vendors that lowers the possibility of misuse or fraud, and significantly reduces paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

**Purchase Log purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules and would be a separate account set-up.*

3.22 Level 3 Data

When a driver swipes the card, the point-of-sale device prompts him or her to enter the Authorization Prompt ID (required) and odometer reading. Level III data line-item detail allows fleet managers to better track expenditures and facilitates cost analyses, vehicle life-cycle analyses, and overall fleet management. The Authorization Prompt ID is flexible to allow for the input of driver ID information for cards assigned to vehicles or department or the input of asset/vehicle ID information for cards assigned to a person or department, yet this Prompt ID is required for authorization.

For example, entering the correct odometer reading helps provide valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

Requiring the cardholder to enter an Authorization Prompt ID, typically referred to as a Driver/Asset ID or PIN, for each transaction helps prevent the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit internal and external fraud.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline®, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification. Additionally, if a merchant is not set-up to pass Level III Data on an open-loop network most times this additional prompting is non-existent.

WEX also offers flexible prompting at merchants who have adopted and coded to our most recent point of sale specification. This flexible or 3rd prompting allows fleets the option to ask for an additional field of data that is prompted at the pump. For example, this could be for a job number,

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

cost center, department code or any other piece of data a fleet may want to capture. This is an optional feature that can be opted in or out of.

3.23 If capable, System will provide accurate Merchant latitude and longitude. WEX complies with this requirement.

3.24 Participating States and Purchasing Entities have the need to capture their state's specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information.

WEX has all of the source data behind our merchant diversity information and standard reporting. Should a Participating State or Purchasing Entity have a need to capture information specific to their state, WEX can provide this information on a state-by-state basis by building and delivering a custom report based on the individual state's specifications.

3.25 Ability for Contractor to initiate/create one-time overrides after hours with follow-up notification to Program Administrator.

The WEX Customer Service Department is open 24 hours a day, 365 days a year (366 days in leap years), the WEX Customer Service Department are WEX Employees hired by WEX, US based, fleet-trained in-house through a WEX training program, located in several call centers across multiple states and time zones and are always available to handle the needs of the fleet by calling the toll-free number 800-492-0669.

WEX has a No Driver Stranded (NDS) policy and will work with States and Agencies to tailor that policy at the time of account set-up to ensure it complies with that given fleets needs and own policies. This policy will be put into the WEX account notes available to our customer service representatives for account so that representative can follow the stated policy to assist a driver in need, help safeguard against possible misuse and appropriately notify a fleet when an occurrence may happen. NDS policy can include scenarios such as:

- Emergency and/or Extenuating Situations
- Out of Network
- Specific Agencies: State Police/Patrol, DOT, etc.
- Exceeding Authorization Controls
- Lost/Stolen Card
- Terminated Card
- Card Suspended for Fraud
- Card Suspended
- Driver is unsure of Vehicle ID but it is active
- Driver is unsure of Vehicle ID and it is not active
- Vehicle ID is terminated

In addition to the WEX NDS policy, WEX also offers a virtual card option to facilitate out of network payments called WEXPay™. WEXPay™ can also be used to facilitate a No Driver Stranded program. WEX*Pay*™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEX*Pay*™ provides the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Using WEX*Pay*™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allows the ability to set merchant, transaction, and even product type limits. WEX applies those limits to both WEX Fleet Card and WEX*Pay*™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity's fleet purchasing and operations.

The merchant would call the number on the back of the WEX Fleet Card, and the merchant will be routed MasterCard for a virtual payment. Use of WEX*Pay*™ is subject to MasterCard terms & conditions and enrollment at the time of account set-up.

3.26 Roadside Assistance.

WEX Emergency Roadside is an existing WEX service delivered through partnership with National Automobile Club (NAC), one of the premier service motor clubs in the United States. Their mission since they were founded in 1924 has been to render Emergency Road Service promptly, courteously, safely and efficiently. WEX Emergency Roadside is available to all WEX Fleet Card users, and it's free until it is used. Users must "opt in" using settings in their online profile. Service is available for any class of vehicle, including Class 7 and 8 vehicles.

Services include winching, fluid delivery, lockout services, towing, tire change, jumpstart and more. Benefits include no out-of-pocket expense for drivers, 24/7/365 service with toll-free call or by placing a digital service request, preferred rates and ease of pay through the WEX Fleet Card, coverage across the United States, Canada and Puerto Rico, with service right from the driver's seat using available mobile app access. Drivers can also call WEX customer service connected to NAC or call NAC directly. All they will need is their WEX card.

NAC will advise the driver of the quoted response time and an estimated amount for the needed service from the vendor they identify who is able to assist with their breakdown need. These times can vary, depending on the type of service needs and other circumstances like weather or emergency events.

3.27 Many states require Fleet Card services in rural areas and marinas where separate/proprietary network are not always available.

WEX offers tool called WEX*Pay*™ to address out-of-network instances where a driver maybe in a rural area and the merchant is not set-up to accept our proprietary WEX Fleet card. WEX*Pay*™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEX*Pay*™ provides the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

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Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

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WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers that require service in remote areas or acceptance outside of domestic coverage.

If a customer needs specific merchants added to the WEX accepting network, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from Purchasing Entity's fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

** Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax*

3.28 Non-proprietary Network

When the merchant calls for authorization, WEX applies purchase controls and collects the same level of purchase detail and Level III Data including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports alongside all other purchases made with Purchasing Entity's WEX Fleet Card. WEXPay™ transactions are denoted in reporting with MC to show they were processed using a MasterCard.

3.29 Primary vs. Non-proprietary Transactional Data

See response to 3.28.

3.30 Ability for a purchase to be executed via the standard (non-proprietary) network with Driver ID/PIN prompting.

When a driver is utilizing WEXPay™, the merchant will call into WEX customer service to receive a one-time use virtual card account number. When the merchant calls for authorization, WEX applies purchase controls and collects the same level of purchase detail, including Prompt ID and odometer from the driver that is verified by the WEX Customer Service Representative while the merchant is on the phone with them. WEX then integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

3.31 Electric Vehicles

WEX has partnered with ChargePoint to provide Drivers and Fleet Managers/Program Administrators utilizing the WEX EV FleetCharge solution the ability to tie their WEX Fleet Card to an RFID tag or Mobile application. This integration allows fleets to obtain an EV charge at more than 66,000 ChargePoint locations.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

The customer logs into the ChargePoint portal to connect the WEX card to the RFID card/fob provided by ChargePoint. The data needed to link a WEX account in the ChargePoint online system will be the WEX account number found on the card (13 digits), the WEX card number found on the card (5 digits) and the expiration date found on the card (MM/YY). WEX will facilitate all needed payments to ChargePoint and integrate the available data with all other available transaction data through WEX. All verification comes through ChargePoint and the associated data with transaction is reported through WEX as we receive it from ChargePoint.

WEX is also varying stages of talks with other charging providers to bring on additional acceptance. Future integrations will include mobile and other applications to allow for additional prompting and authorizations. Should there be particular vendors/charging providers States or Agency identify as wanting to have card acceptance with, WEX will work with those various providers to establish acceptance wherever possible.

3.32 Electric Vehicle Charging Stations

ChargePoint controls authorization for its charging stations. They send WEX a daily sales file containing all transactions made on a WEX Fleet Card and transactional data they have available for reporting. Transactions typically post to the customer's account within 48 hours. Customers will not see these transactions in the authorization details in WEXOnline for ChargePoint transactions, but all the details of the transaction available in the transaction detail (Excel/CSV) once the transaction has posted. The transaction will also show within the standard report set (PDF reports) WEX provides to fleet customers. Typical transactional data along with kilowatt hours and other available information is included in WEX reporting.

3.33 Parking Stations

Almost all parking station point of sale (POS) devices are not currently capable of passing along Level III data as part of a transaction. To solve for this POS hurdle, WEX is currently in the process of applying our mobile payment capabilities, via the WEX Fleet DriverDash mobile application. Using mobile technology is a way to overcome POS limitations and facilitate payments that also include the requisite data. Currently, WEX mobile payments are accepted at 25,000 US fueling locations, and WEX is in the process of talking to several national parking providers. WEX's plan is to bring acceptance for parking, with Level III data, to customers in the near future.

4. System Upgrades

4.1 Participating States/Purchasing Entities understand that as technology and regulations change, system changes will have to occur. Participating States/Purchasing Entities also assume that as a good partner, Contractor will actively and continuously improve the systems capabilities, functionality and usability including platform transition. Changes/upgrades will be made at no additional cost to the Participating States/Purchasing Entities.

When changes are made Contractor must, at a minimum, notify the Master Agreement Administrator (Lead State) and Statewide Program Administrator (Participating States), prior to changes being put in place. Master Agreement Administrator and Statewide Program Administrator must provide approval of any notification communication prior to distribution to Users.

4.2 Online Transaction Management

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

WEX engages with our customers in both the public and private sector on a regular basis to collaboratively create and improve WEX products and solutions. WEX product managers seek fleet input directly from customers through WEX's relationship management team for online input and improvements among many other WEX products and system. Products like WEX Fleet ClearView™ have grown directly from customer feedback and input.

WEX holds an annual Lead User Group conference. The Fleet Lead User Group is a broad group of fleet administrators and managers representing more than 50 organizations and government agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out). In some cases, these fleets serve as WEX "beta testers" for new initiatives, and help identify important needs that might be unmet. The group conferences annually at WEX headquarters in Maine, and teleconferences regularly. Additionally, the group responds to "rapid-fire surveys" several times per year, answering questions regarding satisfaction with WEX products and services. This forum enables WEX to stay close to its largest fleet customers and maintain a clear understanding of the requirements necessary to keep products current and competitive.

As part of our Lead User Group, WEX also employs a Fleet Advisory Board. This is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

WEX will also employ frequent surveys to our largest customers. States' fleet and purchasing managers interact with our Strategic Relationship Managers (SRM) on a regular basis. Through these interactions and account review with SRMs, they will seek feedback or currently or desired products and online enhancement to bring back to WEX's product managers.

For users of WEX Fleet ClearView™, the Community Module allows Purchasing Entity to network, collaborate, participate in discussion groups on fleet-related topics (i.e. positively impacting driver behavior or reducing fraudulent spend), pose questions, and share best practice information with fellow analytics peers.

This module features Discussion Forums on a variety of fleet-related topics where users can collaborate and share information, a news feed of recent Community activity, the ClearView University and an Events calendar, and a Resources section where content can be downloaded.

The Summary Dashboard (default or home view) contains important announcements, a news feed of recent posts from WEX Fleet ClearView™ users, and a schedule of upcoming training and events.

The Discussion Forums view contains a list of available forums. Navigate to this view by using the top navigation menu.

The Calendar view contains a list of free events and training that is open to all WEX Fleet ClearView™ users. Navigate to this view by using the top navigation menu. There are four different ways to view the events: Month, Week, Day, and Event Stream.

The Resources view contains informational assets, such as, Quick Start Guides, white papers, articles, images, and release notes. Navigate to this view by using the top navigation menu.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

4.3 System Upgrades/Changes Communication

WEX conducts routine, frequent and multichannel messaging to customers, from posting news in the WEXOnline® module's landing page, to sending emails, invoice inserts, mailers, and regular communications from the WEX Relationship Management Team in order to communicate system changes. Any major changes, either systematic or policy related, are communicated well in advance of any change being implemented and WEX typically seeks feedback from fleets to measure what, if any impacts they experience.

Online Outage Notification: Display on Home Screen

English example

Due to scheduled maintenance, online access will not be available from 11:00 pm ET Friday, November 16 to approximately 8:00 am ET, Sunday, November 18.

French example

En raison de l'entretien prévu du site Web, l'accès en ligne ne sera pas disponible à partir du vendredi 16

Novembre, de 23 h (heure de l'Est) et du dimanche 18 Novembre à 8 h (de l'Est)

4.4 Participating States/Purchasing Entities Top-Down Communication to the online transaction management system when changes are made

WEX does not engage in forced system changes without prior notice to the customer and collecting customer feedback as part of our assessment. WEX is proud of our long history of developing solutions and policies in close consultation and collaboration with our customers. We employ our Lead User Group, the advice of our Fleet Advisory Board and WEX Relationship Management Team to create and facilitate conversation and feedback around any potential changes with customers to make sure they are engaged and have a voice in any decisions that may occur. As an example, WEX was able to avoid implementing extreme policies that could have proved detrimental to our Fleet Customers with the large increase in White Plastic Fraud (card skimming) the industry has seen over the past several years. Through this collaborative process WEX was able to manage implementing manageable safeguards with our customers where possible and at the same time WEX implemented new technologies to more effectively identify and catch fraud early on after a card had been compromised.

4.5 System Changes Communication and Access to Data

Similar to our responses in requirements 4.3 and 4.4, WEX employs advanced notification for system changes. These notifications are posted in the WEXOnline® module prior to going into effect. Additionally, participating states in this agreement would each have the services of a Premium Fleet Services Account Manager and Strategic Relationship Manager assigned to their account. As such, outreach of this kind would occur at least one week prior, via phone call and/or email to the primary contact at each participating entity from this team to ensure proper notification is received and there is time for questions.

4.6 Training for System Changes

WEX provides multiple options and formats for training when system changes are made. Training can be customized as well to make sure they are relevant to at State or Agency's specific needs. The WEX Relationship Management Team will work with States and Agencies to ensure a training

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

model is put in place that works to cover their needs. Examples of what is available include but are not limited to:

- advice from the Premium Fleet Account Manager and/or the Strategic Relationship Manager;
- in-Person or video conference calls;
- recorded training sessions that can be saved and shared on State or Agencies local libraries or intranet sites;
- online self-help videos
- contextual Help within the WEXOnline® and ClearView™ modules;
- "What's New" indicators/information embedded where relevant in WEXOnline® with each release; and
- contextual help tutorials and walk-throughs to support right in line with what managers are attempting to do online in WEXOnline® and ClearView™.

4.7 Participating States will not accept forced/pushed 'top-down' process changes unless required by federal law. An example of a forced/pushed 'top-down' process change would be automatic shut off of cards on weekends, block purchases on specific days of the week.

WEX does not engage in forced system changes without prior notice to the customer and collecting customer feedback as part of our assessment. WEX is proud of our long history of developing solutions and policies in close consultation and collaboration with our customers. Although we can't foresee every scenario out there, WEX does not engage in forced process changes like the automatic shutoff of cards on the weekends, blocking of purchases on specific days or other drastic measures of this kind. We employ our Lead User Group, the advice of our Fleet Advisory Board and WEX Relationship Management Team to create and facilitate conversation and feedback around any potential changes with customers to make sure they are engaged and have a voice in any decisions that may occur. As an example, WEX was able to avoid implementing any policies that proved extremely detrimental to our Fleet Customers with the large increase in White Plastic Fraud (card skimming) the industry has seen over the past several years. Through this collaborative process WEX was able to manage this process with our customer while WEX implemented new technologies to more effectively identify and catch fraud early on after a card had been compromised.

5. REPORTING

Participating States and Purchasing Entities must have the ability to generate reports including detailed transaction data. A system with robust reporting capabilities is required.

5.1 System must time-stamp authorizations and reports according to the time zone of the authorization location or report request.

5.2 System must allow Program Administrator or Cardholder to run a transaction detail report which includes all User-inputted data.

5.3 System must allow for reports to be accessible as defined by roles and access levels.

5.4 System must have the ability for reports to be available in multiple formats (e.g. PDF, text, Excel, HTML, browser).

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

5.5 System must have the ability to provide program and transaction data reports at various frequencies to meet each Participating State/Purchasing Entity's requirements including but not limited to:

- Daily
- Weekly
- Monthly (billing cycle and calendar)
- Quarterly
- Annually (fiscal and calendar)

5.6 System must have the ability to extract/download data at any given time so that a report can be generated. The data can be downloaded by the following areas:

- Purchasing Entity Name
- Department/program Name
- Cardholder name (if applicable)
- Last 4 -6 digits of Credit Card number
- Merchant Name
- Merchant Spend
- Merchant transaction number
- Product Code
- Date transaction occurred
- Date transaction processed
- Charge Amount
- Transaction reference number
- City in which the transaction occurred
- State in which the transaction occurred
- Accounting string (Fund, Organization, Account, Program, Activity, etc.)

5.7 System must have the ability to provide "exception reports" including, but not limited to:

- Merchant Overrides
- Bank Overrides
- Program Administrator Overrides
- Back-to-back transactions
- Fuel type
- Over tank capacity
- Maintenance transactions
- Odometer input
- Decline report
- Miscellaneous transactions
- Split Transactions
- Duplicate Transactions

5.8 Contractor must provide quarterly rebate report no later than sixty (60) days after the end of the quarter to the Statewide Program Administrator or other representative designated by the Participating State. This report, at a minimum must include:

- Participating State
- Purchasing Entity legal name
- Purchasing Entity Type (Agency, City, etc. as defined by the Participating State)
- Gross spend for the rebate period

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

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- Any credits for the rebate period
- Any write-offs for the rebate period
- Net spend for the rebate period
- Net spend for each rebate type
- Incentive Share/Rebate Rate per rebate type
- Rebate amount by rebate type
- Total rebate paid to the Purchasing Entity and/or Participating State.

5.9 Contractor must be able to provide a rebate report that reflects the type of rebate applied to each transaction no later than sixty (60) days after the end of the quarter. This report, at a minimum, must include:

- Purchasing Entity legal name,
- Entity Type (Agency, City, etc. as defined by the Participating State)
- Transaction date
- Merchant name
- Merchant TIN
- Transaction amount
- Applicable rebate type
- Applicable rebate BPS
- Rebate amount earned

5.10 Participating States and Purchasing Entities may have additional transaction data and rebate reporting requirements, detailed in each Participating Addendum.

5.11 Contractor must provide an annual report to the Lead State reflecting total spend and National Annual Volume Rebate earned by Participating States for the calendar year.

5.12 System must have the ability to schedule on-demand and Ad Hoc reports.

The WEXOnline® module offers a suite of reports, both standard and Ad Hoc, to help slash the administrative time involved with managing fleet expenses and operations. These reports can be scheduled for timely delivery to users or to a Fleet Manager/Program Administrator, they can be scheduled to run daily, weekly or monthly. The suite of standard and Ad Hoc reports allows users the flexibility to access system generated reports quickly, or build a report to the specifications important to them, their job responsibilities and/or reporting requirements. Additionally, through WEX's relationship management team can work with Purchasing Entity to build customized reporting for many different kinds of specialized or specific reporting needs a State or Agency may have. WEX requires all accepting merchants to be Level III capable, a level of transaction data capture that provides the foundation for our superior reporting tools.

The major report categories we offer are:

- Management Reports
- Profile Reports
- Transaction Reports
- Exception Reports
- Benchmark Reports
- Billing Cycle Reports
- Ad Hoc Reports
- Authorization Detail Reports
- Standard Reports

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Customizable Reports

In addition to these reports, contact Premium Fleet Services Account Manager, who has advanced query tools that satisfy complex reporting needs not covered by our standard reports, to order custom reports. WEX will be able to demonstrate this functionality in a Demo setting should the evaluation like to see what our WEXOnline® module is capable of.

5.13 Reports When Data is not available

Average turnaround times can vary depending on the type of data/report being requested and when the request is made of WEX. However, typical requests and responses usually take less than 24 business hours and are answered the same business day. The WEX Relationship Management team will work with Purchasing Entity on the initial request to ensure we are aware of any timelines, restraints or deadlines that the requesting State or Agency faces. Furthermore, whenever possible we communicate how long we anticipate a specific request to take. Some requests may require WEX to, for example, reach back out to a merchant for clarification or more information. This can add time, but is something WEX will work to communicate upfront with the requesting entity.

5.14 Standard or 'canned' reports available and who has authority to view them. Include description of search capabilities criteria and methods available.

The standard reports available in the WEXOnline® Reporting module are provided and described below. The authority to view various reports depends on the permissions assigned to a user within WEXOnline®. Search criteria and methods can vary based on the types of reports but they are typically searchable over a various levels in the hierarchy. Users can be limited to show only the levels of access they have within the hierarchy. Search criteria can include date ranges, report types, filter options, billing cycle, transaction date, posting date various other measures to populate the necessary data from the module.

Management Reports provide a view into the entire portfolio, illuminating trends and areas for possible savings. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Major Fleet Activity Report	This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.	WEXOnline	Monthly
Account Review	This report is a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).	WEXOnline	Monthly
Opportunity Report	This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.	WEXOnline	Monthly

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Profile Reports provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Account Profile	This report itemizes the accounts within Purchasing Entity's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts. This report helps fleet managers ensure their accounts are set up as desired.	WEXOnline	On Demand or Scheduled
Card Profile	This report provides a broad view of cards across multiple accounts or focused on a single account. This allows fleets to monitor and review card data based on a comprehensive view of card attributes or just a few specific card details.	WEXOnline	On Demand or Scheduled
Vehicle Profile	This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account. This allows fleets to monitor and review vehicle data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled
Driver Profile	This report provides a broad view of drivers across multiple accounts or focused on a single account. This allows fleets to monitor and review driver data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help drill down to the data needed. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Transaction Details	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details for a period of time specified (up to 24 months). This tool is especially useful in viewing transactions associated with a particular billing cycle, or a quick way to look up something being investigated. It has both filtering and sorting capabilities.	WEXOnline	On Demand
Ad Hoc Transaction Summary	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details at a summary level for a period of time specified (up to 24 months). This tool is especially useful in viewing a summary of information by account, card, or brand, with an ability to then drill down into transaction details to get more information.	WEXOnline	On Demand
Transaction Management	This report is a comprehensive, highly customizable, transaction-level report that allows the ability to analyze usage at certain merchants or	WEXOnline	On Demand or Scheduled

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

	within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields.		
Authorization Activity	This report provides a direct view of authorization activity, which is posted in real-time in our system. This detailed authorization data helps make informed decisions and perform analysis to help manage and enforce driver purchasing policies. It is also an excellent tool for assisting drivers on the road who may have encountered a "decline" at the fuel pump, but are unsure why.	WEXOnline	On Demand or Scheduled

Managing by exception is an excellent way to save time while ensuring Purchasing Entity policies are being followed in the field. **Exception Reports**, when paired with card controls, help manage program by identifying potential fraud or abuse. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Exceptions	This report is a simple, on-demand, ad hoc exception reporting tool that provides the ability to view posted transaction details for a variety of exceptions. Some of the options include: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.	WEXOnline	On Demand
Flexible Exceptions	This report provides a comprehensive set of exception parameters for posted transactions upon which Purchasing Entity can be alerted. Any transactions that meet the threshold set will be captured on a report for review. Additionally, Purchasing Entity can choose to receive an email once a day notifying of any exception that has occurred. This tool is effective in identifying possible fraud or abuse of cards.	Email and WEXOnline	Daily capture of transaction details; on demand report viewing
Real Time Alerts	This tool allows Purchasing Entity to set parameters within Authorization Profiles so Purchasing Entity can be immediately alerted when a transaction falls outside of that parameter. An email will be deployed to notify of what has occurred, in near real-time, and it will also be available for review in an online report. This tool is very effective in identifying possible fraud or abuse as the transaction is occurring.	Email and WEXOnline	Emailed as threshold is exceeded; on demand report viewing

Benchmarking Reports provide a way for fleets to understand how their purchasing behavior compares to others, with insight into the types of merchants being used.

Report Name	Description/Benefit	Mode of Delivery	Frequency
Minority and Women-Owned Business Report	This report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spending at minority- and women-owned businesses.	WEXOnline	Monthly
WEXIndex™	WEXIndex™ is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark Purchasing Entity's fleet pricing behavior vs. the national	WEXOnline	On Demand

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

	average for the specific fuel type. This tool is an excellent way to help drivers make good choices on where they fuel and where fueling costs can be reduced.		

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Purchase Activity Report	This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format. It consists of several key elements: Purchase Activity: by card transaction details for that cycle Financial Summary: financial roll-up of spend by account, fuel and non-fuel Site Summary: roll-up of purchase behavior by brand, with totals Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type	WEXOnline	With invoice, at cycle close
View Details	This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice. Also provides the ability to download for additional filtering or archiving.	WEXOnline	With invoice, at cycle close
WEXLink	WEXLink is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. (See description below in requirement 6.6)	WEXOnline, FTP, or Email	With invoice, at cycle close

5.15 System must capture and report sales by Product Code (PC). If PC Type reporting is available, please explain how this reporting would be conducted and what information would be provided.

WEX does capture and report sales by Product Code (PC). PC type reporting is available through WEX, is accessible in multiple places and formats. WEX's reporting tools in WEXOnline®, ClearView™ and in WEXLink™ files all contain Transaction Data that is inclusive of the product codes as reported to WEX by the merchant. WEX utilizes product coding standards set by the National Association of Convenience Stores (NACS).

WEXOnline® contains multiple reports that are available either via standard reporting or custom reporting that includes PC information. WEXOnline® Exception Reporting can also be set-up to trigger against unwanted or closely watch product grouping to alert a Fleet Manager/Program Administrator when an unwanted purchase may have occurred.

WEX Fleet ClearView™ Essentials module allows user with access and the appropriate permissioning to search and reports on Product Codes easily and quickly with in the dynamic analytics platform. PCs can be easily searched by Product Group, Product Type, Product Grade and Product Name.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Most of our larger fleets choose to receive billing and transaction data in the form of WEXLink™ file. This is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. SFTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink™ files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet accounts within their own systems. This file can be merged with existing information management system, making it easy to track costs. Product Code information is available as Transaction Data report.

See table in Answer 6.6 for a summary of available reports, including Product Code reporting.

5.16 Contractor must be able to provide comparative rebate reporting comparing the previous quarterly and annual rebates to the then current quarter/year.

WEX's system allows for robust account structures and reporting functionality, including the reporting of rebate earnings that provides a full breakdown of a rebate for a given time period. These reports can be structured to compare the previous quarterly and annual rebates to the current quarter/year. Purchasing Entity's WEX Premium Fleet Services Account Manager along with the dedicated Strategic Relationship manager will work at the time of implementation, or at any point during the life of the contract, to set up or modify reporting to ensure it satisfies the needs on an individual State or Agency.

5.17 If capable, system must provide sales by merchant type (i.e. small business, minority owned, etc.) including Federal Diversity information.

WEX's Minority and Women-Owned Business Report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spending at minority- and women-owned businesses. This report is delivered via WEXOnline®.

In addition to WEX's Minority and Women-Owned Business Report Purchase Activity Report, delivered via WEXOnline® at the close of every billing cycle, is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in PDF format. It consists of several key elements:

- Purchase Activity: by card transaction details for that cycle
- Financial Summary: financial roll-up of spend by account, fuel and non-fuel
- Site Summary: roll-up of purchase behavior by brand, with totals
- Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type

6. DATA TRANSFER/INTEROPERABILITY

6.1 System must be accessible in accordance with Section 508 (Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998) - accessibility.

6.2 System must be supported (at a minimum) by Internet Explorer, Edge, Firefox, Safari, Chrome.

6.3 System must allow for downloads, data transmissions, and integration in support of non-standard/standalone financial management systems, including legacy systems.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

6.4 System must have the ability to interface with legacy fleet management systems at no charge to customers including, but not limited to:

- Asset Works (Maximus, M4 and M5)
- Faster
- VMTS
- SAP

6.5 System must be able to provide Fleet Card information and transaction detail in a format compatible with all Enterprise Resource Planning (ERP) or e-procurement systems utilized by any Participating State/Purchasing Entity that is part of this Master Agreement. Those systems include, but are not limited to any SAP, Banner, Oracle, Periscope, or PeopleSoft systems.

WEX can deliver data in a flat file format, or WEX*Link*™ file, as well as downloadable formats out of our WEXOnline® module in CSV and XLS formats. These file types make it easy to import data into any back-office system -- including, but not limited to, SAP, Banner, Oracle, Periscope and PeopleSoft -- for thorough reporting and analysis. Additionally, WEX can perform custom file work to help meet a State or Agency need.

6.6 Contractor shall be able to provide, at no cost, the entire transaction data collected by the merchant at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP). At a minimum, file outputs must include CSV (comma delimited) format and XLS.

Most of our larger fleets choose to receive billing data in the form of WEX*Link*™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes all available information made available by the merchant with extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEX*Link*™ files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet accounts. This file can be merged with existing information management system, making it easy to track costs. File outputs include CSV (comma delimited) format and XLS. The file can be set-up for delivery on a frequency suitable for the participating State and/or Agency.

Some of the detailed transaction information included in the WEX*Link*™ billing file is:

WEX*Link* File Data Summary			
Transaction Data	*Site Data*	*Vehicle Data*	*Driver Data*
Product code	Site name	Vehicle number/ID	Driver ID
Product name	Brand name	Vehicle plate number	First name
Transaction date	Site address	License plate state	Last name
Transaction time	Site city	Odometer	
Transaction number	Site state		
Fuel type	Site zip code		

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

Unit of measure	Private site quantity		
Unit cost	Private site transaction		
Quantity purchased			
Gross dollars			
Exempted tax			
Reported tax			
Invoice number			
Billing period			
Account number			
Code tracking*			
Non-fuel purchases			

6.7 System must have the ability to create custom extract files/mappers at no charge to the customer for automatic feed into their financial systems (i.e. SAP, Oracle, SMFA, SQL, PeopleSoft, Excel, etc.). This custom file will be created in such a manner that it can be imported into the Purchasing Entity's financial system with no interaction, special programming, or manual entry of transaction data.

WEX, at no charge to the Purchasing Entity, is able to create custom files that are capable of being imported into financial systems. The WEX IT Team can build custom files that are delivered via SFTP, email or mailed to a customer. The file types we can build and support are fixed length, CSV, Excel and PDF files. The files will be built to specs provided by the customer to match what they need the file to look like to minimize coding on their side to load the files. The files can be delivered on a variety of frequencies from daily, weekly, monthly (on any day of the month) and billing cycle. This work does have to go through a slotting and prioritization process. Customers should make requests through the Relationship Management Team. The Purchasing Entity/Customer will need to clearly detail what it is they are looking for and how they need to receive the customize file. The Contractor will build the file and work through a testing process with the Purchasing Entity to ensure the file work prior to them being put into production. Changes to a file would follow a similar process.

The WEXOnline®system also offers customization of data for reporting and export. The specification would be based on the standard data fields provided by WEX. These reports can be scheduled for export to CSV or Excel format and can be emailed to individuals or multiple people. Depending upon account set-up, they can also be sent to a WEX SFTP for retrieval.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

7. SECURITY & CONFIDENTIALITY

7.1 System must be PCI DSS compliant throughout the term of the Master Agreement.

7.2 System Electronic Data Interchange (EDI) standards must be compliant with ANSI ASC.

7.3 Contractor must keep Participating State, Purchasing Entity, and Cardholder information confidential and may not share, use, or sell data acquired through the execution of this Master Agreement or affiliated Participating Addendum.

7.4 Cyber Security Protocols.

WEX's Information Security Organization is responsible for safeguarding the confidentiality, integrity and availability of physical and electronic information assets. The overall objectives for information security at WEX include:

- Ensuring the confidentiality, integrity and availability of WEX's information assets.
- Managing controls to safeguard WEX's information assets against unauthorized use, access or disclosure.
- Maintaining business resiliency in the event of a disaster or security incident.
- Managing a control environment consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, and NIST.
- Managing risks related to the use of external service providers and related third parties.

WEX's Information Security organization has adopted the ISO 27001/27002 framework for protecting information assets. The framework and related control activities have been established using a risk based approach aligned to enable the business and support strategic priorities.

As such, the Information Security framework includes the following:

ISO 27001 Domain	Representative WEX IS Capabilities
Information security policies	Corporate IS Policy, Acceptable Use, and extensive IS standards and procedures
Organization of information security	VP CISO reporting to the audit committee with functional groups including access management, threat management, risk management, business resiliency and architecture and engineering.
Human resource security	Background checks, training, management oversight
Asset management	Asset inventories maintained, data classification, and media handling controls
Access control	Provisioning and recertification controls limit access based on need to know and enforce stringent password and segregation of duties requirements

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Cryptography	Encryption of relevant data in transit and at rest based on data classification
Physical and environmental security	Physical access and environmental controls
Operations security	Procedures, anti-virus, backups, change management, capacity management, logging, vulnerability management
Communications security	Network controls, network segmentation
System acquisition, development and maintenance	System development methodologies, secure coding training, security engagement into the project management lifecycle
Supplier relationships	Review of key third party service organizations to include right to audit and review of SSAE16, PCI and related reports
Information security incident management	Incident management, security investigations, and eDiscovery capabilities
Information security aspects of business continuity management	Formal business continuity and disaster recovery programs including periodic testing and business resiliency controls
Compliance; with internal requirements - policies, and with external requirements - laws	PCI-DSS, SSAE16, SOX/404, NIST, Data Protection Laws, data loss prevention controls

In terms of administration and governance, WEX has established a Global Chief Information Security Officer who reports to the Board of Directors Technology Committee and administratively through the Chief Technology Officer. WEX's security function includes Governance, Risk and Compliance, Identity and Access Management, Security Architecture, Security Engineering, and Business Continuity/Disaster Recovery functions. The Security framework is reviewed regularly and updated at least annually to respond to the rapidly evolving threat landscape.

WEX has also contracted with a Managed Security Service provider to perform 24x7 real time threat intelligence, security monitoring, and incident response capabilities.

7.5 Data Breached Notification.

The WEX Crisis Management Team ensures notification requirements are assessed by the legal and compliance teams and facilitates all required notifications via the appropriate channels to those who may have been impacted by any data breach.

7.6 Data Breach and Protocols to protect Agency Information.

In the event of a data breach the WEX Crisis Management Team engages immediately to implement the WEX Business Continuity Plan (BCP) to triage the level a potential breach and immediately safeguard all customer, State and/or Purchasing Entity's information. WEX has a BCP for each line of business across our organization, and this plan is customized to meet the unique needs of WEX customers across our organization in a given line of business. The WEX Business

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Continuity Plan ensures that WEX employees, and the physical and information assets entrusted to us by our clients are protected by viable response and recovery plans. The Corporate BCP takes an all hazards approach to the assessment of risk posed to critical business functions and develops comprehensive plans that provide for effective recovery from a disruption of critical business functions. The plans are tested before implementation and exercised regularly thereafter to ensure their viability and continued improvement.

In instances of fraud or card skimming, WEX works in a similar manner to ensure accounts and customer information is shut off and safeguarded. See discussion of WEX's fraud detection system, SaferPayments, in our response to Question 15.4.

7.7 Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

As part of the WEX BCP, WEX has in place an information security program that exists to safeguard both WEX and WEX customers from the unauthorized disclosure of information, especially sensitive information. This includes unauthorized disclosure, misuse, alteration or destruction of confidential information. The WEX Information Security Program outlined below covers the protection of cards, account numbers, passwords, PINs, transaction data, among many other sensitive systems and information.

The WEX production data center is a secure facility, accessed by badge readers and monitored by CCTV. The facility is staffed 24x7x365. The WEX data center has a Tier III rating as specified by the uptime institute. WEX visitors and maintenance personnel are only allowed access to data center facilities with an authorized escort and approved business need.

WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management.

WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our WEXOnline® platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.

The SSAE16 SOC1, PCI-DSS certification governs WEX security protocols for how we handle customer information like cards, account numbers, passwords, personal identification numbers and transaction data.

Vendor Access

WEX has a Vendor program that establishes the following review and oversight areas: Information Security service provider review, Procurement review, and Legal Department review that must be performed prior to a third party being approved. Logical access is then requested by the WEX manager that owns the relationship with the third party and provisioned by a systems access group.

System Patches

System patches, including service packs and security fixes are reviewed and approved following standard change management processes. Relevant patches are applied as soon as practical given

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

maintenance windows, risks, etc. Not all updates are relevant in every environment, so each is evaluated for relevance and risk before implementation.

Protection From Attacks

The OWASP standards are built into development processes and manual testing is performed in addition to peer review as required by our SDLC. WEX uses an automated dynamic application security testing (DAST) solution that scans web applications to find vulnerabilities and provide guidance on remediation.

WEX receives vulnerability announcements, for relevant systems, from vendors, third parties, NIST, FDIC, FBI, and other threat feeds and has a dedicated security operations team managing and maintaining the vulnerability management program. The Vulnerability management procedure requires a ticket to be generated and assigned to Information Technology operations teams for patching.

Logging and Log Monitoring

Logs are aggregated and correlated using an on premise, commercially available, SIEM platform. Logs are kept for one year. Additionally, WEX has managed services contracts with a well known global service to assist in monitoring and responding to log events.

Remote Access

Remote access to WEX networks from a non-trusted network requires an authorized device, the use of VPN and two-factor authentication.

Network based intrusion detection is used at critical points of the network infrastructure. Network access control has been implemented to ensure only authorized devices that have the correct security posture are admitted onto the network.

Media Destruction

WEX utilizes a third-party vendor for media destruction. WEX also has onsite degauss capability that meets Department Of Defense requirements for media sanitization.

Access

Access is granted through the provisioning of a unique user ID, with least privilege rights granted. Requests are approved by a user's manager, and provisioned by a systems access group. Initial logon requires a password change, and access is disabled upon termination. Key password parameters: Min. Length of 8 characters must choose 3 out of the 4 of the following: capital letter, lower case letter, number, special character.

Lock out is three unsuccessful attempts and expiration is 90 days. User authentication can be performed, depending on the application, by: Active Directory, LDAPS, or Oracle access manager.

Encryption Policies and Standards

WEX encryption policies and standards govern encryption for data in transit and/or at rest. Standard algorithms are AES 256 and 3DES. WEX SAN data is encrypted at rest using AES256 and mobile devices utilize whole disk encryption. For web applications, SSL is used between web servers and the browser. Console access is SSH.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Incident Response

WEX has an incident response policy, standard, and procedure that is reviewed, approved, and tested yearly. Procedures contain: incident handling, incident detection and analysis, incident categorization, incident analysis, incident documentation, incident prioritization, incident notification, containment, eradication, and recovery, evidence gathering and handling, identifying the attackers, eradication and recovery, and post-incident activity using collected incident data.

Subcontractors

The WEX Legal Department, in conjunction with Procurement, performs contract review for service providers and has standard legal language in all contracts that address our security requirements and expectations of subcontractors.

7.8 Securing and preventing unauthorized disclosure, misuse, alteration, or destruction of confidential information.

WEX employees multiple levels of security with our contractors depending on the level of access they require. WEX prevents unauthorized disclosure, misuse, alteration or destruction of confidential information by utilizing the security protocols and proprietary technological advantages described above for both WEX and our Contractors. See responses in 7.1, 7.5, 7.6, 7.7 and 15.4 for more detail.

7.9 Disaster recovery plan (i.e. data breaches, system errors and resolution plans, timeframe for data restoration, backup in case of power failure, etc.).

WEX's Organizational Resilience Program Overview was created to provide clients with information identifying and defining the resiliency roles and responsibilities of WEX and our clients in the event operations are impacted due to disruption or disaster. WEX employs multiple call center locations across the country to ensure a given event in one area or region will not render another in operable. The same goes for WEX's authorizer that validates and approves transactions. Both are on separate power grids and housed in multiple locations across the country. In addition to some of these basic precautions, see our business continuity plan:

Overview

The WEX Business Continuity Plan includes well-defined and documented procedures, designed to respond to unforeseen events. WEX utilizes a step-by-step, standardized incident management process that ensures all requirements relating to proper response, escalation, notification and resolution of a disruption of any type are met. The WEX BCP utilizes the ISO 22301 framework and is integrated with WEX physical and information security, and risk management systems. The WEX BCP adopts a process approach for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving the organization's organizational resilience management system.

Review Policy

Oversight of business continuity planning is assigned to the Director, Organizational Resilience who ensures that plan updates are completed and that the plan is tested and remains current and relevant.

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Objective

The objective of the WEX BCP is to provide a comprehensive and systematic process of prevention, mitigation, preparedness, response, continuity, and recovery that provides an on-going, dynamic, and interactive process that serves to assure the continuation of the organization's critical business functions before, during, and after a disruptive event.

The BCP allows WEX to: effectively manage disruptions; provide efficient notification to personnel, clients, business partners, service providers and vendors; ensure organizational stability; provide well-defined and documented incident management procedures to minimize decision making during a disaster; ensure regulatory and legal compliance; and ensure regular testing of response/recovery plans.

Recovery

Summary

The WEX BCP provides well defined and documented procedures which provide the incident management team with the ability to effectively and efficiently manage the recovery process during and after a disruption of service to our clients. By implementing the pre-planned procedures, our incident management team can work together in an expedient and effective manner to resolve any unforeseen incident and ensure that the impact to our clients is minimized.

Alternate Processing Sites

WEX utilizes a combination of cloud and physical infrastructure to ensure resilience and recoverability of production systems across the globe. Each primary production system is designed to be highly available and resilient by utilizing HA architecture within each data center or by duplicating systems across multiple cloud availability zones as well as a corresponding disaster recovery solution to ensure recoverability of production systems.

The WEX call center will staff the alternate processing sites with operational support staff, technical, telecommunications, and administrative support personnel. WEX will maintain a fully functional Emergency Command Center at each location to provide redundancy for incident command.

Plan Organization

Overview

The WEX BCP consists of multiple plans that outline physical security, emergency response, and recovery responsibilities, tasks, and procedures to be used throughout recovery efforts for our business locations and data centers.

WEX utilizes multiple industry recognized automated resiliency tools and services to ensure global situational awareness, effective preparation, communication and collaboration across the enterprise related to resiliency planning, testing and incident management.

Business Unit Plans

The business unit plans contain the recovery tasks and the action items required to recover the functions of each critical business unit.

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Technology Plans

The technology plans identify the responsibilities, recovery tasks, detailed logistics and action items vital to recovering the critical applications and network infrastructure that supports our business units.

Emergency Response Plans

The emergency response plans identify the responsibilities and action items required for initial response to incidents and focus on preservation of life and safety of WEX employees and clients, as well as, the safeguarding of physical and information assets.

Corporate Incident Management System (IMS)

By allocating resources and providing a standardized incident management structure for all affected locations, the IMS identifies the Emergency Operations Center (EOC) responsibilities and activities that will assist the crisis management and recovery teams throughout the recovery effort. The responsibilities and tasks contained in the IMS are performed at the designated EOC.

Crisis Communications Plan (CCP)

The crisis communications plan provides procedures for the management and coordination of communications within WEX and externally to WEX clients and external stakeholders.

Pandemic Plan

The WEX Pandemic Plan lays out the strategic approach and preparations for influenza or other infectious disease pandemic. The plan is designed to minimize the risk to the health and safety of WEX employees and customers and ensure the continuity of business operations.

The plan includes recommendations from the Centers for Disease Control (CDC) and includes tactics for addressing workforce and facility impairment, notification of employees, and clients in the event of plan activation.

Support Plans

The support plans identify the responsibilities and recovery tasks required to provide emergency travel, financial, human resource, damage assessment, and salvage activities.

Evaluation AND TESTING

Summary

WEX will evaluate organizational resilience plans, procedures and capabilities through periodic assessments, testing, After Action Reports (AAR), performance evaluations and exercises.

Monitoring and Measurement

WEX will establish, implement and maintain performance metrics and procedures to monitor and measure, on a regular basis, characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

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Evaluation of Compliance

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX will evaluate compliance with other requirements to which it subscribes including industry best practices.

Exercises

WEX will validate its Business Continuity Plans using testing and exercises that:

- Are consistent with the scope of the BCP and the objectives of the organization
- Are based on scenarios that are well planned with clearly defined objectives
- Minimize the risk of disruption to operations and assets
- Produce a formalized post exercise report that contains outcomes, recommendations, and plans to implement improvements in a timely fashion
- Are reviewed within the context of promoting continual improvement and are conducted at planned intervals, from time to time on a non-periodic basis, and when significant changes occur within the organization and the environment it operates in.

7.10 Roles and responsibilities of the team responsible for monitoring and managing system and product risks. Include how known risks and mitigation plans would be communicated to Participating States, Purchasing Entities, and Cardholders.

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX employs an Organizational Resilience Team to manage, monitor, and evaluate WEX's systems. The team works to assess risk across the entire WEX organization and employ policy and plans to ensure all risk is mitigated to the lowest level possible as well have to have communication and response plans in place should something happen. WEX evaluates compliance with other requirements to which it subscribes, including industry best practices. WEX has established performance metrics and procedures to monitor and measure, on a regular basis, those characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

8. CUSTOMER SERVICE

Customer service and support are key to the successful operation of any card program.

8.1 Contractor must provide at least one (1) designated Relationship Manager assigned to each Participating State. Relationship Manager may provide service to multiple states as long as service level meets each of the Participating State's requirements.

8.2 Relationship Manager must be familiar with all aspects of Category 2 – Fleet Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

8.3 Relationship Manager must be available to Program Administrators and Master Agreement Administrator Monday through Friday during the Participating State's regular business hours.

8.4 Relationship Manager will provide managing account support to Program Administrators and contract support to Master Agreement Administrator in each state.

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8.5 Contractor must provide at least one (1) designated Account Coordinator assigned to each Participating State to support all Purchasing Entities within that state. Account Coordinator may provide service to multiple states as long as services level meets each Participating State's needs.

8.6 Account Coordinator must be familiar with all aspects of Category 2 – Fleet Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

8.7 Account Coordinator must be available to Program Administrators Monday through Friday during the Participating State's/Entity's regular business hours.

8.8 Account Coordinator will provide day-to-day account management support to Program Administrators and Cardholders.

8.9 Contractor must provide a domestic and international toll-free numbers available to cardholders 24/7/365.

8.10 Roles and responsibilities filled by proposed Relationship Manager(s). At a minimum, include how they will meet the requirements described above.

WEX assigns a Relationship Management Team lead by a Strategic Relationship Manager to each State relationship. The Strategic Relationship Manager is in charge of the overall relationship under the contract for a given State and is able to provide for and oversee all of the requirements listed above.

The role of the Strategic Relationship Manager is to ensure States and Agencies maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide you with the best solutions and best practices for optimal savings and usage of the program. The Strategic Relationship Manager will engage with you during the implementation of your program, and ongoing, through regular business reviews which includes a review of key performance indicators, sharing best practices, introducing new products, as well as tracking against your established policies, goals and objectives. The Strategic Relationship Manager is also available to assist with problem resolution and escalation whenever necessary.

Working with the Strategic Relationship Manager will be a Premium Fleet Service Account Manager whose responsibilities are to assist the Strategic Relationship Manager with the overall relationship as well as provide day to day operations support to the State and it's participating entities. The Premium Fleet Services Account Manager is also able to provide for and oversee all of the requirements listed above.

8.11 Roles and responsibilities filled by proposed Account Coordinators. At a minimum, include how they will meet the requirements described above.

At WEX, our management and staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Your Premium Fleet Services (PFS) Account Manager is the primary day-to-day contact for your fleet managers/program administrators. PFS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. PFS will also serve as the liaison to any technical needs the State or Participating Entity may require. PFS will help create reporting that may not be easily accessible

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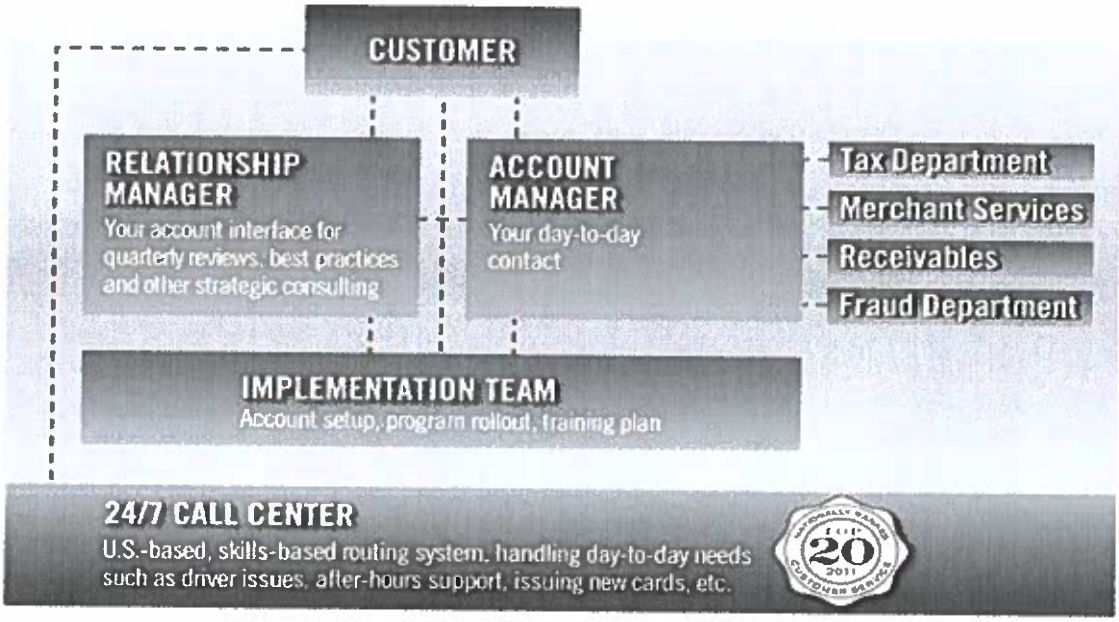
to the Fleet Managers. It is the goal of PFS to ensure that the Fleet Managers have the necessary data to manage their fleets. PFS Account Managers, at a minimum, return phone calls within two business hours and return emails within 24 business hours. WEX Premium Fleet Services Account Managers are dedicated to a balanced portfolio of strategic clients. Capacity is closely managed to ensure a superior customer experience for each client.

Your PFS and Strategic relationship manager will assist facilitating requests and needs that come up throughout the life of the contract. In addition to these two roles, WEX has host of support department the Relationship Management Team will lean on to support your State through the life of the contract. Below is an outline of that support structure:



8.12 Contractor must provide a designated customer service team familiar with all aspects of Category 2 of the Commercial Cards Solutions Master Agreement and the Participating State's Participating Addendum in order to provide consistent, relevant, and effective front-line customer service via phone or on-line, 24/7/365. The designated customer service team may provide service to multiple states as long as customer service level meets each Participating States' requirements.

In addition to the Relationship Management team described in 8.10 and 8.11, WEX also provides an award winning, 24/7/365, toll-free customer service department to assist with after-hours needs, reporting lost or stolen cards, assistance in processing transactions, cardholder assistance, general accounts information, reporting fraud, invoice questions, authorization questions or help, out-of-network transaction authorizations and many more specific needs or questions a customer may have.

Roles within WEX Customer Service Call Center include:

Customer Service Help Desk is available to support service representatives with calls that require, immediate help, additional research or specialized knowledge to fleet manager, system users, drivers and merchants. The goal is to resolve issues in one call and provide an immediate response to the customer.

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Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The Relationship Management Team will work with the Customer Service Trainer in support of the States and participating entities to this contract to ensure the Call center is trained appropriately and they will also develop account notes that are visible to all customer service representatives to make sure that beyond initial training on the Master Contract and Participation Addendums, they will have the information handy to them on a go forward basis as well.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

8.13 After-hour/holiday/weekend customer service will be provided (internally or 3rd party). If provided by a 3rd party, explain how this team is trained and access to the system and data.

The WEX Customer Service Department is available 24 hours a day, 365 days a year (366 days in leap years) and fully staffed by WEX employees who are fleet-trained in-house. The WEX Customer Service Department is always available to handle the needs of the fleet by calling the toll-free number 800-492-0669. Realizing that customer service is paramount in our relationships, WEX has kept its support within the company and aggressively invests in training, technology, equipment and industry best practices. WEX does not outsource its call center service to a third party.

8.14 System issues (bugs) communicated (acknowledgement, status of fix, resolution, etc.) to system users?

As the Premium Fleet Services Account Manager is made aware of a system issue they will communicate via email and/or via phone to the customer acknowledging the issue, providing insight around any known impacts and timing of fix. The Premium Fleet Services Account Manager will provide consistent communication and progress updates through to issue resolution. If a production defect is present, an IT ticket is opened and addressed by the product support team. If an enhancement is requested, it will be added to workflow or, if multiple teams are required to actualize, the new product ticketing system "Aha."

8.15 Participating States and Purchasing Entities will need the support of a secure and knowledgeable team at all hierarchical levels of the Program.

WEX offers Participating States and Purchasing Entities our Relationship Management Team, including our Premium Fleet Services Account Manager, who are all tenured employees of WEX and have fleet specific knowledge. This team supports all hierarchical levels of the program. This team ONLY manages fleet-related accounts, ensuring they are well versed in the needs of state governments and fleet in general.

8.16 Contractor must benchmark customer service.

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WEX uses two benchmarks as success measures: service level (the percentage of calls answered within a certain time frame) and customer satisfaction (driven by post-servicing customer survey results). Both are monthly targets. Service level is measured daily and adjustments are made on a weekly basis as required. Customer satisfaction surveys are sent to a percentage of customers post call, and our internal QA system is designed to support customer satisfaction drivers. Agent receive weekly coaching designed to improve customer satisfaction.

8.17 Contractor must have an established escalation process.

Your Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers work hand in hand with the Strategic Relationship Manager assigned to the account as well. Should any issues, problem or concern in need of escalation, the PFS Account Manager will immediately engage the Relationship Manager. Customers can always reach out to the Strategic Relationship Manager as well directly. The Strategic Relationship Manager will work with all parties involved to ensure plan is put in place to address and resolve any issue that is at hand in the quickest and most effective way possible.

8.18 Additional customer support services.

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels.

WEX will assign experienced Account Managers to large fleet Program Coordinators as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSRs) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card programs. Below are additional tools and support staff WEX employees who support the ongoing relationships:

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX's online tool. The eServices team strives for one-call resolution and, where applicable, customer education on use of our online products.

Fraud Specialists

WEX's experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments.

Merchant Services

The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet.

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Strategic Receivables Services (SRS)

WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program.

SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.

The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone.

Customer satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have ***70% of calls answered by a person within 30 seconds.**** We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

**Subject to change based on seasonality and call volumes.*

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Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff to assure quality and program performance.

Emergency Response (Premium Fleet Services)

WEX is prepared to support the needs of our Premium Fleet Service fleets in the case of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some services that can be provided upon request include:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
- Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
- Regular updates outlining which networks and fuel stations are open and active in disaster areas

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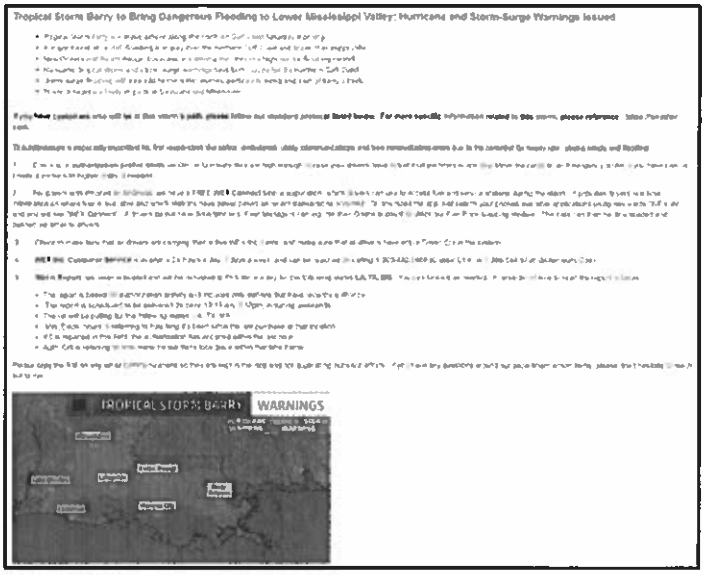
At right is a recent communication WEX sent to our PFS customers in preparation for the Tropical Storm/Hurricane Barry that hit the Gulf Coast in July. These reminders are provided when there is an expected event, like weather, that may affect a certain area. WEX also provides this type of notification on an ongoing basis after a major event. This type of communication would include list of fuel merchants where WEX is seeing purchasing activity so we can inform our customers of places to find fuel in the event of power or fuel shortages.



ClearView communities

For users of WEX Fleet ClearView™, **the Community Module** allows you to network, collaborate, participate in discussion groups on fleet-related topics (i.e. positively impacting driver behavior or reducing fraudulent spend), pose questions, and share best practice information with your fellow analytics peers.

This module features **Discussion Forums** on a variety of fleet-related topics where users can collaborate and share information, a news feed of recent Community activity, the **ClearView University** and Events calendar, and a Resources section where content can be downloaded.

The **Resources** view contains informational assets, such as, Quick Start Guides, white papers, articles, images, and release notes. Navigate to this view by using the top navigational menu.

8.19 Contractor must provide an issue tracking system.

When a service interruption or problem is reported by a customer, the contact center agent enters the information into a CRM system for case lifecycle tracking management. This would include any issues that may require additional research, off-phone work where the resolution would be provided back to the customer based upon their preferred channel phone or email. When an enterprise outage occurrence, for example, online application, there is a standard notification provided within the online application to notify customers.

8.20 If a customer has to call back or another customer calls about the same issue, how is the customer service team notified that the issue has already been explained and should be (at a minimum) in the issue resolution que?

When a service interruption or problem is reported by a customer, the contact center agent enters the information into a CRM system for case lifecycle tracking management. This would include any issues that may require additional research, off-phone work where the resolution would be provided back to the customer based upon their preferred channel phone or email. When an enterprise outage occurrence, for example, online application, there is a standard notification provided within the online application to notify customers. The lifecycle tracking also allows customer service agents to see if the same or like issue has already been addressed and be

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

able to communicate that to a customer. Is some cases similar issues may still need to be addressed with the individual calling and the customer service representative will work with the caller to ensure their issues are taken care of.

As the Premium Fleet Services Account Manager is made aware of a system issue, they will communicate via email and/or via phone to the customer acknowledging the issue, providing insight around any known impacts and timing of fix. The Account Manager will provide consistent communication and progress updates through to issue resolution. If a production defect is present, an IT ticket is opened and addressed by the product support team. If an enhancement is requested, it will be added to workflow or, if multiple teams are required to actualize, the new product ticketing system "Aha."

9. Implementation/Transition

The timeline and assigned resources of the multi-state implementation/transition to a new program are critical. The awarded Contractor will be responsible to fully cooperate with the current Contractor and any State executing a Participating Addendum under the new Master Agreement during all phases of the implementation/transition.

9.1 Implementation/Transition activities will occur at no cost to the Participating States or Purchasing Entities.

9.2 Upon award of the Master Agreement and each Participating State's Participating Addendum, but prior to the effective date, many entities will transition from the current NASPO ValuePoint contract and other individual state contracts to the new agreement*. Contractor must have a pre-established account set-up process that may be customized based on the needs of each Participating State.
Note: Each state's implementation shall not exceed nine (9) months.

*If the new agreement is awarded to the currently awarded Contractor, current Participating States may choose to 'reset' (i.e. re-organize under one statewide hierarchy/short name) their State's program requiring new account set ups/transition for all current Purchasing Entities.

Contractor will be required to work with Participating State to meet implementation requirements.

After contract award and execution of the Master Agreement and Participation Addendums, WEX will begin the implementation phase at the availability of State and/or participating Entity. The WEX Relationship Management Team will enlist the help of a WEX Strategic Implementation Manager to take the lead on the implementation process. WEX is well versed in implemented large complex accounts onto our platform. In recent years WEX has successfully lead the implementation of numerous large State, Private Sector and Federal Agency accounts as well as entire card portfolios for large Fleet Management Companies as well as several Major Oil Card Programs for branded merchants.

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Your Strategic Implementation Manager will work with the State to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. The Strategic Implementation Manager will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

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During the implementation, they will also prepare and distribute regular project updates, facilitate and document issues and action items and document the State's requirements for customized reporting.

Task Name	Duration	Who's Responsible
TRANSITION/PRE-IMPLEMENTATION	**20-30 days**	
Initial formal contact between WEX and fleet		Relationship Manager / Fleet
Establish contacts, addresses and areas of responsibilities between all parties		Relationship Manager / Fleet
Relationship Managers		Relationship Manager / Fleet
Fleet Manager (day to day contact(s))		Fleet
Premium Fleet Services (PFS) Account Manager		WEX
Fleet billing		Fleet
Fleet maintenance		Fleet
Fleet technical		Fleet
Determine fleet expectations		Fleet / Relationship Manager / PFS
Determine whether roll out is at once or staggered		Fleet
Finalize implementation schedule		Fleet / PFS
Establish account profiles and hierarchy requirements		Fleet / PFS
Determine needed credit line		Fleet / WEX
Determine fleet's electronic capabilities		Fleet / PFS
Determine billing requirements		Fleet / PFS
Determine reporting requirements		Fleet / PFS
Determine account maintenance (WEXOnline) requirements		Fleet/PFS
Determine fleet training needs and create training plan		Fleet/PFS
Provide format for auto upload of fleet data into WEX system		PFS
Account information verified (prior to loading)		Fleet/PFS
IMPLEMENTATION - Timeline depends upon size and complexity, but typically 60 days		

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4 or 6 digit personal prompt identification number?		Fleet
Prompt IDs provided by fleet or randomly generated by WEX System?		Fleet
Determine card design and embossing requirements		Fleet
Determine card types and restrictions		Fleet
Verify card information		PFS
Establish billing process and where invoices are sent for reconciliation and payment		Fleet /PFS
Establish payment terms		Fleet/WEX
Establish rebate process		Fleet/WEX
WEXOnline – fleet user enrollment		Fleet/PFS
Test applicable billing files and reports		Fleet/PFS
Execute training plan		Fleet/PFS
Create Training materials and Driver guides		PFS
Establish dispute process		PFS
Establish problem resolution process		PFS
Issue and distribute new fleet cards (confirming receipt)		PFS
POST-IMPLEMENTATION	**30 days**	
Review first set of reports		PFS
Are reports received on time and meeting fleet's needs?		PFS
Review first set of invoices		PFS
Are invoices received on time and meeting fleet needs?		PFS
Are payments being received on time?		PFS
Survey fleet to obtain feedback on implementation		PFS

Depending on the project plan that is mutually agreed to WEX will work to meet all requirements in the allotted time. A typical implementation takes around 90 days, but that can vary based on the specific requirements a fleet may have.

Please refer to the following sample Implementation Plan for a step-by-step list of implementation activities and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom plastic.

9.3 Contractor must provide an Implementation/Transition Communication Plan.

As addressed in requirement 9.2, the WEX Strategic Implementation Manager will create a communication plan as part of the overall project plan that WEX will put in place with the customer at the very beginning of the implementation. The communication plan will be mutually

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

agreed to and provide for how communication will happen as well as resources and training for all users who are coming on board. This plan will call out any needed staff resources, how communication should take place as well as timing of any necessary communications and training.

WEX has been in the fleet fueling business since 1983, and has a long history of efficiently and effectively implementing fleet fueling programs for many of the largest commercial and government fleets in the United States. We believe customers who have worked with WEX, such as the references included in this response, will agree that our implementation process is unsurpassed when compared to our fleet card competitors. See sample implementation plan above for reference.

9.4 Contractor must provide qualified personnel during the implementation/transition process.

WEX would replicate the proven implementation process detailed above in 9.2 and 9.3 and engage the proper contacts at each of the participating entities, optimizing the sequence of implementation by the project plan that is put in place following the first meeting. Additionally, WEX will work to schedule group online training session, recorded training session and additional trainings in person as needed or required.

9.5 Contractor must provide Implementation Training Plan for all Purchasing Entities.

WEX would replicate the proven implementation process detailed above in 9.2-9.4 and engage the proper contacts at each of the participating entities to put in place project plans to ensure the above requirement and all other needs are met.

9.6 Contractor must provide access to online test-environment for Participating State and Purchasing Entity testing during all phases of the account setup process. The system must look, act, and demonstrate all aspects of the "live" system.

Although WEX does not have a customer-facing testing environment, we typically provide account access at the time of account creation to users who desire early access. This is done so customers can familiarize themselves with the site as the WEX Strategic Implementation Managers are standing up all of the specific aspects of the account for the end-users. This process allows fleets to see how their actual account's specific details will look and feel. In terms of online or in-person training, WEX also provides access to the actual system interface and can walk users through typical set-ups in live webinars or other in-person training.

9.7 Contractor must agree that at the end of any applicable Master Agreement or Participating Addendum, should any Participating State conduct another procurement and award a new contract, the Contractor will work with Participating State to ensure that an efficient and effective transition takes place within nine (9) months.

WEX agrees to this requirement and that we would make every attempt to ensure that contract close-out and transition to a new contractor is successful, and would assign a close out and transition team to carry this out. This team will be assigned by WEX no later than one hundred twenty (120) calendar days prior to expiration of the Contract.

WEX understands that the State may have a need for WEX to continue providing any part or all of the services required under the Contract for a period not to exceed one hundred twenty (120) calendar days after expiration or termination of the Contract. If this need exists, upon written notification by the State, WEX will provide services for that period or until the State notifies WEX in writing to cease providing services, whichever is sooner.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Coordinating the card, driver and account terminations in our system to coincide with the timing of their transition has been our primary focus and action. WEX will continue to provide reporting as needed, communicate with the customer about how long they will need online access, and either only suspend the accounts accordingly until online access is not needed and then terminate the accounts and associated online logon(s). We will work with the customer to establish a reasonable date or phase out of WEX card usage, so that there is no interruption in service, and keep credit on the account accordingly if there are no credit issues. If there are credit issues we will communicate with the customer and the bank to work out a plan to switch to the new provider when needed. The goal of the plan and the continuous communication to the fleet is to provide uninterrupted fueling and reporting. All of these activities are performed by an account manager per an authorized fleet contact request.

10. PROGRAM GROWTH

Throughout the life of the Master Agreement/Participating Addendum and through the growth of each Participating State's programs, it can be anticipated that new Purchasing Entities and new cards within exiting Purchasing Entities will need to be added.

10.1 As the marketplace changes and technology advances, card products and service may also expand. If the awarded Contractor proposes an additional product or service, that request must be submitted to the Lead State for review and approval. Request must include:

- Full description of product/service;
- Full implementation plan, including level of effort and timeline;
- Full communication plan; and
- Full training plan.
- New card products and services must not impact the rebate/incentive share or have any additional cost to the Participating States or Purchasing Entities. Addition of any card product or service to the Master Agreement is at the sole discretion of the Lead State. Participating States will have the option to allow or exclude new card products or services in the Participating Addendum.

10.2 While the goal is for a majority of Purchasing Entities to enroll in the program prior to the program effective date, it is understood that some Purchasing Entities will need to be integrated after the program effective date and additional Purchasing Entities will join throughout the program term.

WEX would encourage full participation at the outset to maximize training resources and transmit standardized information to all participating entities. However, WEX has no issues in meeting this requirement and providing whatever levels of support for the on-boarding of the new participating entities individually as they join.

10.3 Adding cards to an active Purchasing Entity account.

An active purchasing entity account requires no extra paperwork or agreement to add cards to that account. As long as an authorized contact is making the request.

Fleet Card Enrollment Process: Existing State Agency Accounts

Program administrators can add cards and drivers via the Fleet Manager WEX's online module named, WEXOnline®, through WEX customer service or the State's Premium Fleet Services Account Manager. The Premium Fleet Services Account Manager is a one to one point of contact

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

assigned to the State to day to day operation support and account needs. The Fleet Manager module allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Card orders: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs. The WEX overnight fee, is included in the pricing evaluation for the RFP. If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account electronically through WEXOnline®.

10.4 Contractor is expected to promote the card program.

WEX currently provides fleet fuel cards for 24 states, and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 375,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for the GSA Fleet, as well as to the Departments of Homeland Security, Energy, Treasury, and Agriculture. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

WEX offers and actively markets its card programs to municipal and other public entities within member states so as to extend the benefits of the program throughout member states. See **ADDENDA** for examples of how WEX markets its government card programs to political subdivisions within a participating entity.

WEX employs an outside sales team as well as two inside sales representative who are dedicated to Government Contract Support for promoting and onboarding eligible entities to support contract growth. In addition to these resources, WEX actively participates in government-specific trade shows and associations to actively promote and sell our products and services to grow our contracts. Some of these events include the NASPO Exchange, NCSFA, NIGP, NAFA, GFX, state-specific shows showcasing their contracts, and many others.

Over the years, WEX has seen tremendous growth and high retention rates for all our state-held contracts, cooperative contracts, and political subdivision participation within those contracts.

11. Card Design/Embossing, Delivery & Activation

11.1 Contractor shall be responsible for the embossing and printing of the cards to each Participating State's specifications. Each Participating State will be responsible for furnishing the necessary artwork (digital file) to the Contractor.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

11.2 Each Participating State reserves the right to change the card design during this contract, and if doing so, will provide the artwork needed to make changes.

11.3 Contractor must be able to deliver cards overnight when requested by the Purchasing Entity.

11.4 Customization options to the front side of the card will include verbiage and/or logo or graphic and embossing including but not limited to:

- Participating State
- Purchasing Entity
- Program/Department Name
- Cardholder Name
- Picture/Logo
- Phrase (i.e. "FOR OFFICIAL USE ONLY")
- Embossing Line, ALPH OR NUMERIC VERBIAGE
- Contractor supplied options

Card embossing, production, and distribution process.

WEX is able to meet the above requirements as stated. Our embossing capabilities and card design enable customers to customize the information that is imprinted and printed on the cards. There are two lines for embossing. The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line will accommodate up to 24 characters. The account number, card number, product restriction (such as "Fuel Only"), and expiration dates are printed on the front of the card. Embedded in the card's magnetic strip are the card number, expiration date, prompt, and restrictions, if any.

The WEX Fleet Card is a standard-size plastic charge card with an encoded magnetic strip on the back. The strip is encoded with the account and card information which, when read at the point of sale, is married in our systems with Level III data obtained during the transaction.

Although we use the highest grade plastic that is rated for longer periods of use, our standard term for card expiration is three years. WEX uses a three-year active period for our cards due to the wear and tear on the magnetic strip that requires a card to be replaced for optimum performance. WEX ships new cards 45 days prior to expiration to ensure that your drivers will never be without an active card. On request WEX can renew cards earlier than the standard 45 day prior to expiration to allow the fleet more time to swap out cards. Some competitors offer longer card terms on equally rated card stock prior to replacement. We prefer to replace cards before they become problematic for your drivers and detrimental to the efficiency of your fleet operations.

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

WEX will work with each participating entity to customize plastics types.

11.5 Physical cards will be delivered to the Purchasing Entity or Cardholder at the address specified by the Purchasing Entity.

WEX cards can be shipped directly to the address specified by the user making the card order. Standard card orders are set to go out via Standard US Mail at no charge. WEX does offer expedited shipping options of overnight and two-day shipping. WEX cards can also be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service, FedEx and UPS). There is a fee for expedited orders if you choose not to use your own shipping account. For all card orders of five or more cards, WEX ships via USPS Parcel to provide a tracking number for the order. This is done at no extra cost and helps provide visibility into card orders that would not be trackable through regular mail.

11.6 Purchasing Entities must be able to decide if cards are delivered active or inactive.

WEX typically ships cards in active status. WEX can accommodate cards being shipped inactive; we only need to be notified of that request at the time of card order. We will change the cards to suspended status once the file is sent to our card production. Card status can be changed to active when the customer is ready to begin using the cards. WEX cards can also be suspended on arrival by authorized users and WEX can assist with any mass card activations on our end.

11.7 Purchasing Entities need to have the ability to have cards delivered in batches (i.e. Division A, Program 1) as determined by the Purchasing Entity.

The customer can order cards in batches using the WEXOnline® module or the Premium Fleets Services Account Manager can work with the customer to order new cards or reissue cards in batches using a Data Collection Document (DCD) for orders exceeding 100. The PFS Account Manager has access to and can provide to the customer delivery tracking information for USPS card orders totaling five or greater and tracking on expedited card orders at no additional cost.

11.8 Card re-issuance.

Accounts can be set up with different expiration dates, and account expiration dates can be changed by the account manager to renew early. Both measures are precautions to avoid a mass-reissuance of cards.

In the normal course of business, files of reissuance cards are sent to the vendor on the 1st and 15th of the month prior to the month in which cards expire. Cards expiring on August 31 are sent to the vendor on July 1 and 15. Cards are completed and mailed to the customer within seven business days of receipt of the file and shipped via regular mail.

For Purchasing Entities requiring more time, WEX can perform an early card renewal given the entity the time needed to complete their re-issuance. This is available on request from the entity to the Premium Fleet Services Account Manager.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

11.9 Mass re-issuance of cards for a Purchasing Entity avoidance process.

Accounts can be set up with different expiration dates, and account expiration dates can be changed by the account manager to renew early. Both measures are precautions to avoid mass-reissuance of cards.

WEX is flexible in that we are always looking to work to meet the needs of our customers. If there are specific re-issuance scenarios a fleet may be concerned about, WEX will work with that entity to mitigate and put in place precautions to avoid a mass re-issuance scenario.

12. Training

Initial and ongoing training are critical to each Participating State's ability to manage their program. Each Participating State may have additional training requirements and will be negotiated in the Participating Addendum. At a minimum, training will include:

12.1 Contractor must provide System User Guides online and accessible through the web-based card management system.

12.2 Contractor must provide ongoing training for the life of the contract. WEX will provide initial training at agreed upon sites, ongoing as-needed training, and re-training as required via the following delivery methods: in-person training, webinars, phone conference or a combination of those.

Upon the initial implementation, your WEX Strategic Implementation Manager will train the fleet management team in how to perform the following functions. Online or in person system training typically takes 60 to 90 minutes, depending on questions:

WEXOnline® Account Maintenance

- User ID/Password Creation and Site Overview
- View Hierarchy/Account Search
- Card Maintenance
- Vehicle Maintenance
- Driver Maintenance
- Invoices
- Authorization Controls
- Address/Contact Management
- WEXOnline® Account Financials
- Accounting Fields/Codes
- Accounting Profiles
- Transaction Management
- WEXOnline® Reports
- Ad hoc Reports
- Exception Reports
- Custom Report
- Standard Reports
- WEXOnline® Resource Tools
- Accepting Locations
- Fuel Price Mapping

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Alternative/Diesel Fuel Directory
- WEX Index Top Metro Report
- WEXOnline® Administration
- View /Add Online Users
- View Pending Requests
- Add/View Roles and permissions

Training can be divided into specific segments depending on the administrator's duties. WEX will work with the State to organize tailored online training per users' assigned roles.

WEX will provide recorded training sessions that can be posted to the State's intranet site as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only.

12.3 Contractor must provide web-based training.

WEX is able to provide training for all of the above requirements and will hold ongoing WebEX and in-person training sessions at a frequency determined by the State of Washington/NASPO and any other Participating Entity. For instance, WEX could host monthly WebEX/online trainings for new employees and those who need refresher training. Items included in the training are customizable depending on the need, but typically consist of all of the needs mentioned in Question 12.3 plus:

- Program policies as dictated by the member states
  - Card usage at retail locations
  - System access
  - Customer Service Support
  - Updated technology
  - Best practices
  - Industry trends

12.4 Contractor must provide onsite/classroom training for Program Administrators

WEX agrees to and will hold onsite, in-person training sessions for Program Administrators at a frequency determined by the State of Washington/NASPO and any other Participating Entity.

12.5 Contractor must provide onsite User group forums.

WEX will hold ongoing in-person training and user forum sessions at a frequency determined by the State of Washington/NASPO and any other Participating Entity for whatever subject matter, best practice sharing, account reviews, raising concerns or any other need the customer may have. Many times these user forums are a great time for Participating Entities to share new or reinforce existing polices as well for their users. Items included in the forums are customizable and can meet all of the above requirements.

12.6 Contractor must provide written User reference guides, both extensive and quick guides.

WEX will provide reference guides that are detailed and provide quick summaries as part of the implementation project plan. Other reference guides exist throughout WEX's various systems. For example, The WEXOnline® module has PDF help guides that provide step-by-step instructions to navigate the different modules available.

The following PDF help guides are available:

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Homepage. View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units.
- Fleet Manager. Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses.
- Financials. Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy.
- Reports- Guides the user through the various reporting tools to meet your analysis needs.
- Resource Tools. offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with the lowest price per gallon.
- Administration. Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs.

The Implementation Manager will also work with the Agency to create a WEXOnline® Summary Guide that outlines how agency nuances and requirements will be captured and reported through the system as well as quick-step guides for the online system.

12.7 Contractor must provide updates to the user guides will be proactively communicated.

Improving our end-user assistance, WEX is shifting away from static PDF user guides in favor of an online contextual and embedded help management system that's always available and is updated dynamically. PDF user guides will remain available on the site as we continue to add embedded content to the contextual and embedded help management system.

- New contextual and embedded help management system content is prioritized based on information communicated from the call center, account reps, and direct user feedback. When new information is added, on-screen alerts appear.
- Adding new contextual and embedded help management system content is ongoing, and new walk-throughs are added as quickly as resources and capacity allow.
- Our site is coded such that video content can be generic or, if state-specific tutorials are available and supplied to WEX, branded by state.

12.8 Additional training.

During the implementation phase WEX will source feedback from user to craft training to ensure customer input is received, needs are prioritized, training is tailored, the venue it needs to be presented in and how it is communicated. At the conclusion of the implementation, the Implementation Manager will create a final document outlining the program as implemented for a given Participating Entity and capturing the nuances of the different Agencies along with any customized servicing or reporting that has been designed for your team. This is a collaborative process between the customer and WEX and will be maintained throughout the life of the contract for support on an ongoing basis.

See the response in 12.7 regarding how our system also provides dynamic training updates with pertinent on-screen alerts that notify of new training topics and learnings supplied by our call center, account reps, and direct user feedback.

WEX will also provide training on an ongoing basis as technical releases are completed to ensure the Agencies are taking full advantage of all the WEX offerings. Your Strategic Relationship Manager along with your Premium Fleet Services Account Managers will work with the

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Participating Entities to schedule additional training sessions as required or requested after the initial implementation is completed.

12.9 Reserved

13. RESERVED - See Payment Terms Section 6.

14. LIABILITY

14.1 Purchasing Entities shall have no liability for lost or stolen cards upon notification to the Contractor or fraudulent use of any card products.

15. FRAUD PROTECTION

15.1 Contractor shall report fraud transactions, and the resulting credit issuance(s) to the Cardholder and the Purchasing Entity Program Administrator through real time notifications.

15.2 Contractor or system must be capable of providing a daily (at a minimum) fraud and declined transaction report as requested by the Purchasing Entity.

15.3 Contractor must provide external fraud protection coverage for the following types of occurrences including, but not limited to:

- lost/stolen cards
- counterfeit cards
- skimmed cards
- unauthorized internet transactions
- fraud patterns
- account takeovers

Fraud protection coverage plan.

The WEX Fraud team looks for and provides protection coverage for the types of occurrence listed above. In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy; controls; and alerts, along with careful review of all reports, including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

Primary Functions
• Review Transaction activity
• Identify potentially abusive or fraudulent behavior
• Notify customers when such behavior occurs

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

"Red Flag" Activity Indicators
• Date and time of purchase
• Merchant location
• Product purchased
• Driver identification number used to conduct the sale
• Dollar amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent transactions, and working closely with fleets, merchants and appropriate authorities to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 40 members of in WEX's fraud department. WEX works with state and local law enforcement, in all 50 states, in an effort to prosecute those who commit fraud with the WEX card.

WEX only covers liability for losses for counterfeit/skimmed transactions. For lost or stolen cards, liability only applies after the customer reports a loss.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

15.4 Contractor must provide program screening activity for external fraud patterns and the process for communicating potential external fraud with Cardholders and Program Administrators.

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX also regularly communicates fraud patterns to our customers on an ad-hoc basis.

Finally, as a global payments innovator with more than 35 years in the market, WEX has developed SaferPayments, a **true 24/7 real-time system** that prevents fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation and, in specific cases, triggering email alerts to customers.

SaferPayments is capable of preventing fraud at the holistic individual portfolio level, either during the authorization process or at the payment gateway. SaferPayments can prevent first party fraud and enforce business policies in one single instance for a true multi-channel/ multi-portfolio application. SaferPayments has been carefully programmed to prevent the authorization of the highest number of suspicious transactions possible without negatively impacting the customer experience by minimizing the number of "false positive" transactions that are stopped.

SaferPayments is an artificial intelligence based software that identifies risky transactions during the authorization process within milliseconds to prevent the degradation of authorization response times from the WEX authorization system. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass. SaferPayments delivers exceptionally accurate results at high fraud detection rates without impacting the customer experience. SaferPayments can detect anything from an unauthorized transaction due to a lost or stolen card, a compromised account (skimming, data breach, account takeover), or a potentially illicit transaction (money laundering, drug smuggling, etc.).

SaferPayments can both detect *and* prevent fraud. SaferPayments is both versatile and easily configurable, allowing WEX to maintain the fraud models internally, yet still provides robust fraud management capabilities. Using advanced machine learning algorithms, SaferPayments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allows the WEX transaction authorization system to "pass", "pass, but flag for review", or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process.

SaferPayments "learns" as it streams transactions through its logic. SaferPayments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

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The logic within SaferPayments is highly configurable and as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. SaferPayments has multiple levels of detection which can actually prevent a transaction from authorizing or can flag a transaction for review by the fraud team depending upon scoring logic.

SaferPayments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

15.5 Fraudulent charges and communication.

WEX sends an immediate email notifying of potential fraud transactions. We don't execute massive "block and reissue" of potentially compromised cards. Our strategy involves enhanced monitoring of cards involved in a compromised event using Safer Payments decision intelligence (see 15.4).

15.6 Fraud deterrent of an EMV chip.

WEX will begin issuing chip cards in 2020 and will have a proprietary chip card live in market before the scheduled EMV liability shift in October 2020. This is in accordance with the industry wide movement led by the major card brands to require EMV chip usage at pay-at-the-pump fuel terminals.

An added benefit of the WEX chip cards will be that card renewal cycles will go from three years on current plastic to five-year renewal cycles (card expiration date). This will give fleets that added benefit of not having to deal with card swap outs due to expiring cards as often and help relieve some of that administrative burden.

WEX's current WEX Spec Compliance Policy requires that all WEX accepting merchants are able to accept a WEX chip card by October 2020 or merchants will cover the costs of any counterfeit fraud.

WEX developed its proprietary chip card in partnership with FIS, Multos and Gemalto, world-class leaders in chip card technology. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry, spec-based and customized for WEX Fleet.

Despite technological advances WEX is developing in the card, not all retail fuel merchants will choose to invest in chip card readers at the point of sale or at outside payment terminals due to the significant financial investment required. Some merchants will accept the risk of liability for fraudulent transactions. Because of this, the WEX Fleet card will have both a chip and magnetic stripe for many years to come.

WEX has taken a thoughtful and comprehensive approach to its chip card development:

- Because WEX's reputation is based on customer security and satisfaction, WEX chose to use a proprietary chip applet -- not a consumer based chip applet -- in order to continue to be the market leader in Fleet technology.
- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and to release the highest quality solution for commercial fleet at the right time.

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- WEX is building a WEX Chip Issuance Roadmap to provide a seamless transition to WEX chip cards for our fleet customers.
- WEX also is working directly with our WEX-accepting merchants, their payment processors and their POS/pin pad vendors to build and to ensure compliance of the WEX chip.

15.7 Contractor or system must provide a way for Purchasing Entities to report fraudulent activity, lost, or stolen cards. Purchasing Entities also know it is important to be able to verify credentials of someone reporting such activity.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

WEX actively works with authorities at both local and federal levels to help authorities identify and apprehend individuals associated with White Plastic and/or Skimming. This level of engagement sometimes involves undercover surveillance which could be jeopardized by an unknowing individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted and it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are prosecuting on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.
- Drivers should be encouraged to report to Customer Service anything unusual at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

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15.8 Contractor or system must provide a way for Purchasing Entities to track reported fraud transactions to completion (closure).

WEX offers a comprehensive fraud prevention and management program. Most recently, we have been beta testing an enhanced customer facing claims management interface with a large government customer. This tool allows customers to view each claim, the claim number, type of claim, card number, date reported, age of claim, total dollars, claim status and date of resolution. Upon resolution, an email is sent to the fleet for notification. The information in the interface can be exported into a report (on demand or scheduled) so it can be easily shared with others in your organization. Once beta testing is complete, we expect to deploy this solution to other large customers. We expect this to be in place before the contract effective date of January 1, 2021.

15.9 Contractor or system must be able to resolve mass attacks (i.e. fraudulent low value charges on multiple cards at once) without requiring action from the Purchasing Entities.

This type of attack is not a risk to WEX Fleet card holders, as our transaction processing occurs on a closed-loop network, not over the Internet.

Regarding other Web-based applications, OWASP standards are built into development processes, and manual testing is performed in addition to peer review as required by our SDLC. WEX uses an automated dynamic application security testing (DAST) solution that scans web applications to find vulnerabilities and provide guidance on remediation.

WEX receives vulnerability announcements for relevant systems from vendors, third parties, NIST, FDIC, FBI, and other threat feeds, and has a dedicated security operations team managing and maintaining the vulnerability management program. The vulnerability management procedure requires a ticket to be generated and assigned to Information Technology operations teams for patching.

16. Disputed Transactions

Purchasing Entities will pay according to the contract payment terms; however, in instances of dispute, the charges must be placed in suspense until there is resolution. The Contractor must propose a timely dispute procedure to ensure that the payment network charge back rights do not expire. If upon resolution of a dispute it is found that the transaction was actually an authorized charge, the Participating Entity will be liable for the payment within the payment terms as described herein.

16.1 Contractor must provide a resolution procedure for dealing with disputed transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between the Cardholder and Merchant.

Disputed Transaction Detail

- How users will notify the Contractor
- Ability to dispute transactions electronically as well as track through final resolutions of the charge
- Instructions for cardholders
- Instructions (including invoice adjustments) for billing offices
- Provisions for prompt investigation of disputed items

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- Provisions for reporting/disposition on resolution of dispute to cardholders, approving officials, Program Administrators, and billing office
- Provisions for system identified disputed related credit or payment on resolved dispute.
- Any limitations on the timeline of disputed transactions.
- Any details on what components of the transaction can be disputed

The WEX transaction dispute process is outlined below:

1. A customer must notify WEX in writing of a disputed transaction within sixty (60) days of the billing date of said transaction. WEX requests that the customer to provide as many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.
2. The fleet's written dispute is then forwarded to the applicable department for follow up and investigation. If the dispute involves an allegation of abuse or fraud, it will be handled by WEX's Fraud Department and the dispute process may vary from the standards as outlined below depending on the nature and validity of the claim.
3. If the disputed transaction occurred inside the fueling location and required a signature from the cardholder, WEX may request a copy of the sales draft from the merchant. As a result of the ticket request, the fleet customer will receive a memo on their invoice noting that a transaction is in dispute.
4. Once the applicable merchant provides a copy of the sales draft, it will be reviewed for compliance with the fleet program. If WEX determines that the sale is valid in accordance with the program, the disputed charge balance will be carried forward for payment and will be subject to applicable late fees. Payment is expected during the next billing cycle. Copies of the sale draft are then forwarded to the fleet for review.
5. In the rare event that the transaction in question is determined to be a duplicate transaction, it is not necessary for WEX to request a copy of the ticket from the merchant. After receiving the fleet's dispute in writing and confirming that the transaction is a duplicate, WEX will permanently credit the account within five (5) business days.
6. If the disputed transaction occurred at an automated facility, a copy of the sales draft would not be available as no signature is required and swipe of the card into the card reader establishes that the card was present at the time of sale. Pursuant to the terms of our Agreement, "...use of a Card and DIN and entry of the applicable sales data into the card system will evidence (your) Agreement to pay for such purchases."
7. In the rare occasion that a technical error occurred at an automated facility, WEX will perform an investigation into the dispute sale.
8. Upon conclusion of the investigation, WEX will communicate the outcome of the investigation to the fleet customer. If a credit for a disputed transaction is warranted, it will be applied against the current billing period.

**Disputes of WEXPay™ transactions are subject to the MasterCard dispute process.*

Online Dispute Process

Provisioned users can use WEXOnline® to request ticket copies, initiate a transaction dispute on a single or multiple transaction(s), and maintain visibility until resolution.

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Current rules about what types of transactions cannot be disputed (e.g., private site, transactions, aviation transactions, island card reader, etc.) still apply. Onscreen instructional text and error messaging will be displayed if a transaction doesn't meet the dispute criteria.

Fraud-related dispute requests can be initiated within WEXOnline®, but due to their urgent nature, these disputes are immediately routed to the WEX Fraud Department for analysis and review. Given their sensitive disposition and circumstance, information about fraud-related disputes, including their status, will not appear in WEXOnline®, and instead will follow existing communication channels.

WEXPay™ transactions cannot be disputed online and must follow the existing process. Onscreen error messaging with a hyperlink to the dispute form will appear if this type of transaction is selected.

17. Card Acceptance

17.1 Card acceptance is critical to state business and is a scored element of this Competitive Solicitation.

The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at approximately 4,500 locations in Canada. Although the number of accepting locations fluctuates due to gas and service stations opening and closing, the WEX card is currently accepted at more than 132,000 retail locations. Of these, approximately 120,000 offer fuel or both fuel and service; approximately 32,000 offer service or both fuel and service.

WEX Fleet DriverDash, our free mobile fuel payments platform, is now accepted at more than 25,000 US fueling locations, with frequent new acceptance announcements. DriverDash is an industry-first, fleet fuel card mobile payments application. WEX Fleet DriverDash sets the fundamental framework and acceptance for how future payments will be made, including by the vehicle itself. As connected car technology grows and becomes more accessible, the need for these type of mobile payments applications and interfaces will continue to grow. Mobile payments are safer, more secure, and provide a greater level of flexibility and accuracy for what can be prompted for at the time of purchase.

WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEX*Pay*™ tool, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet

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DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Number of WEX-accepting locations, July 2019:

Fuel, United States	137,862
Fuel, Canada	~ 4,500
EV (US)	~ 66,000
WEXPay (US)	~ 398,000

Attachment: WEX_FL_-Contract-Signed (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a)(4)(B) or § 6427(l)(6)(D) of the Internal Revenue Code.)

WEX Account Number (if known):

Federal Tax Identification Number: **59-6000337**

Certification:
The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer): City Engineer/Public Works Director

Of (Certifying Entity): City of Holly Hill

Entity Physical Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117

Entity Phone Number: 386 248-4348

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer): WEX BANK

Credit Card Issuer Address: 3995 South 700 East, Suite 450
Salt Lake City, UT 84107

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- ☐ State government
- X Local government
- ☐ Public nonprofit educational organization
- ☐ Private nonprofit educational organization
- ☐ American Red Cross or Blood Collection Center
- ☐ Indian Tribe
- ☐ Volunteer Fire/Rescue
- ☐ Foreign Diplomat (you must provide a copy of your PID Card)

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above-named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

Antoine Khoury
Authorized Signature

Antoine Khoury
Printed Signature

City Engineer/Public Works Director
Title

8-11-2021
Date

Email or FAX completed forms to TaxExemptForms@WEXINC.Com or 1-207-523-7104

Attachment: WEX Inc Tax Package W Exempt (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

We see corporate payments differently.

Tax Exemption & Reporting Enrollment Form

Instructions:

1. **Complete part A and sign form at the bottom.**
2. **Attach FEDERAL Certificate of Buyer and STATE forms (see details below).**
3. **For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.**
4. **E mail completed forms to TaxExemptForms@WEXInc.com , fax to 1-207-523-7104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.**
5. **Retain the terms on page 2 for your records.**

A. ACCOUNT INFORMATION

Fleet Name: City of Holly Hill	WEX Account Number (if known):
Authorized Fleet Contact: Beth Wrenn	Phone No.: 386-248-4348
Fleet Contact email: bwrenn@hollyhillfl.org	Fax No.: 386-248-9499
Federal Taxpayer ID Number: 59-6000337	

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. You must fill out these forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require us to maintain current copies of the following **applicable forms,** based on your eligibility:
  1. **Federal —** A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
  2. **State —** Applicable state forms. **(Obtain these from the appropriate state governing body.)**

- **Once we receive all of your properly completed documentation we will complete the tax exemption set up on your account within approximately three business days and start billing you net of the applicable taxes.**

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature Antoine Khoury Date: 8-11-2021

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.

Attachment: WEX Inc Tax Package W Exempt (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

0000019 05/18/17

FLORIDA Department of Revenue

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012621604C-7	07/31/2017	07/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117-2807

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA Department of Revenue

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Attachment: WEX Inc Tax Package W Exempt (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (the "STATE")

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX BANK may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
City of Holly Hill	386 248 4348	386 248 9499

Business Name and Physical Address (Do not include PO Box)	Applicant's Taxpayer ID # (TIN, FEIN or SSN)
1065 Ridgewood Avenue Holly Hill, FL 32117	59-6000337

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures	Avg Monthly Service Expenditures
1901	1901	80	$ 10,000	$ 0.00

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

C I T Y O F H O L L Y H I L L

Billing Contact	Billing Address	City	State	Zip+4
Beth Wrenn	453 LPGA Blvd	Holly Hill	FL	32117

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
Beth Wrenn	Staff Assistant	386 248 4348	386 248 9499

Mailing Address (if different from billing address)	City	State	Zip+4
453 LPGA Blvd	Holly Hill	FL	32117

Email address (required to take advantage of product type card controls)
bwrenn@hollyhillfl.org

Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using.

If you provide a valid email address above, you can select from these product type options:

☐ All Products ☐ Fuel & Service ☑ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types

☑ Check here if business is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No.973-163-10-1 effective August 6, 2010** for Fuel Cards and Fuel Management Services (the "Agreement") between the **State of Florida Department of Management Services** and **WEX BANK**.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to the State, accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

U.S.A. PATRIOT ACT: Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.**

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: Antoine I Khoury — Digitally signed by Antoine I Khoury Date: 2021.08.05 08:54:23 -04'00'

Printed Name: Antoine Khoury

Title: City Engineer/PW Director

Date: 8-5-2021

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
		10900203	SFL2	FL7	04

Attachment: WEX -CITY-APPLICATION (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

THE WEX® STATE OF FLORIDA FUEL CARD PROGRAM

HAS YOUR ORGANIZATION BEEN IMPACTED BY THE RISING COST OF FUEL?

The State of Florida Fuel Card Program Contract #973-163-10-1 is being offered to government agencies in the State of Florida, and could **save you as much as 15%*** off your overall fuel management expenses.

TAKE ADVANTAGE OF THESE UNIQUE BENEFITS TODAY:

- NO setup fees or card fees
- Valuable monthly rebates
- Tax exemption and reporting for qualified fleets
- Online account access and easy-to-read reports
- Customer Service available 24 hours a day, 7 days a week

AND, THE WEX STATE OF FLORIDA FUEL CARD IS ACCEPTED AT OVER 90% OF FUEL STATIONS NATIONWIDE.

Don't miss out on this FREE money-saving solution being offered by your state.

Simply complete and fax a Participation Addendum to 1-866-527-8873.

For more information, please call 1-866-527-8870.

*Actual savings may vary.

Attachment: Florida Collaterals (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

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ACCEPTED AT OVER 90%

OF U.S. RETAIL FUELING LOCATIONS

ACCEPTING FUEL SITES

ACCEPTED IN CANADA at Esso

AC & T
Aloha
Aviation
Bell Gas
Bigfoot
Capital City
Carousel
Certified
City Garage
Cogos
Crystal Flash
Cumberland Farms
D & D Oil
Dairy Mart
Depot
Drivers Traveler
Dynamic Mart
Economy
Eddins Walcher
Enmark
Express Stop
Family Express
Farstad
Fast Track
Fauser Oil
FFP
Flash Foods
Food Chief
Fuel Mart
Gas America
Giant
Git-n-Go
Global
Grow Mark
Halley's
Handy Andy's
Huck's
ICO
Ideal
Inter City
Johnson & Dixon
Kenyon
King Soopers
Koch
Kramer
Krause
Kum & Go
Kwik Pantry
Lil Champ
Lucky Stop
M & H
Macs Stores
McClure Oil
MFA Oil
Mr. Cut Rate
Multi Serv
NAPA
Novus
NU-Way
Oasis
O'Connor
OK Petroleum
Pantry
Petro King
Petro Stop
PRIDE
Pure
Qik N EZ
Quality Oil
Quik Mart
Road Ranger
Robinson Oil
Rotten Robbie
Royal Farms
Rutters
Rymes 24
SC Fuels
Smokers Express
Sprint
Stewarts Shops
Taylor Foods
TCI
Thornton Oil
TOTAL
Town&Country
Trade Mart
Trade Oil
Tripar Oil
US Oil
USCO
Valley Dairy
Weigel Store
Wesco
Williams Travel
Xtra Fuels
Zip Mart

ACCEPTING SERVICE SITES

American LubeFast
Big O Tires
Daimler/Chrysler
Diamond/Triumph Auto Glass
Dodge BusinessLink™ (LIMITED PARTICIPATION)
GM Goodwrench (LIMITED PARTICIPATION)
Harmon Glass
Netcost Auto Glass
Tire Centers Inc
Wash Depot

...and many regional and independent locations nationwide.

FOR MORE INFORMATION, visit our website at www.wexinc.com/Florida

WEXG-080 5/13

Attachment: Florida Collaterals (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

PURCHASE CONTROLS

TIGHTER CONTROL OVER SPENDING

Enforce purchasing policies for piece of mind

The WEX fleet card offers a suite of control and alert tools that let you know ***where, when, what,*** and ***how much*** is being spent. Managed through our industry leading ***WEX Online***® account management tool, these powerful tools provide actionable purchase policy enforcement capabilities.

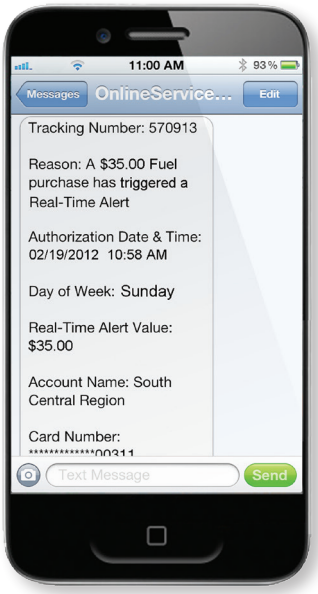
PRODUCT TYPE CONTROLS

When the card is swiped, merchant product codes automatically compare the purchase against pre-set card profile limits. If the product types are allowed, and the set limits have not been exceeded, we authorize the transaction, and the merchant completes the sale. If the card is beyond the limits, it will be declined.

You can set overall limits for all purchases for a specific time period — eg: daily, weekly, twice monthly, or monthly; and your fleet's total purchases for that period — transactions per period, dollars per period and gallons/units per period.

PUMP SHUT-OFF FEATURE

WEX now offers a powerful ***pump shut-off feature**** to assist you with enforcement of policies. When a driver exceeds your pre-set limits, the pump will shut off. This feature is available at most major retail fuel brands.

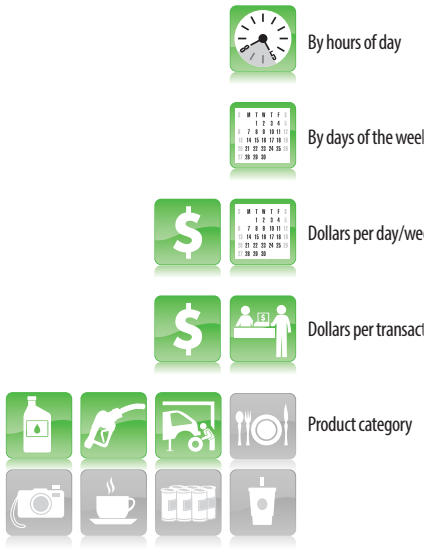


REAL TIME ALERTS

This control generates an alert detailing a purchase that is beyond your pre-set alert values. Choose to be notified by email or text, and make quick decisions on how best to deal with the situation at hand.

*Visit www.wexinc.com/pumpshutoff for list of accepting merchants.

WEX CONTROLS



For more information, visit
www.WEXinc.com/gov
866.527.8870

Attachment: Florida Collaterals (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

GOVERNMENT TAX PROGRAM

TAX PROGRAM PEACE OF MIND

Leverages tax exempt status to save time and money

WEX offers a comprehensive tax exemption, recovery and reporting program. This program is designed to meet the needs of state, local and federal government fleets. We help public sector customers leverage their tax-exempt status, thanks to our proprietary network and 99.8% Level III data capture.

TAX EXEMPTION

As the credit card issuer, WEX Financial Services Corporation is registered with the IRS and will net bill for Federal Excise Taxes, and in certain states State Excise Taxes. We will net bill qualified fleets for U.S. gasoline and diesel fuel purchases. We will also exempt state and local taxes on fuel purchases, depending on merchant participation. We report on exempted and reported taxes at the transaction level, and provide online and hard copy summaries.

BILLING PROGRAM

Most major fuel merchants participate in our ***tax-exempt net billing program***, including ExxonMobil®, Shell, Sunoco, BP, Amoco, Phillips, Marathon. If the merchant has elected not to participate, or tax law prohibits participation, we calculate the tax and provide detailed reporting.

10 LEVELS OF TAX IDENTIFICATION, EXEMPTION, AND RECOVERY

WEX subscribes to ***CCH and RIA Checkpoint***, leading providers of tax research (RIA is used by the IRS). Daily Tax Alerts include notifications of federal/state tax law, and rate changes. We have relationships with Departments of Revenue in each state, and regularly monitor state tax-related websites.

FAST FACTS

- Service for over ***271,000 federal fleet cards***, plus ***605,000 state and local vehicles***
- Process ***48.9 million tax exempt transactions*** (2012)
- Process ***827 million gallons*** of tax exempt fuel transactions (2012)
- More than ***$3.3 billion*** in tax exempt transactions (2012)

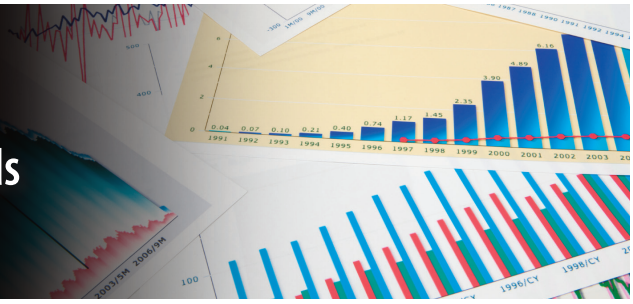
Attachment: Florida Collaterals (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

For more information, visit
www.WEXinc.com/gov
866.527.8870

REPORTING

WEX ONLINE® REPORTING

Specialized reports put facts in your hands



WEX Online® offers a suite of reporting capabilities. Our specialized fleet management reports give you the power to save money, cut administrative time, comply with tax regulations, and more.

STANDARD AND CUSTOM REPORTS

WEX Online® offers both standard and custom reports, so you get the type of information you need.

EXAMPLES:

Purchase Activity Report (PAR) — compile information on all fueling and maintenance purchases made with the WEX Universal Fleet card — for hundreds of vehicles or just a few.

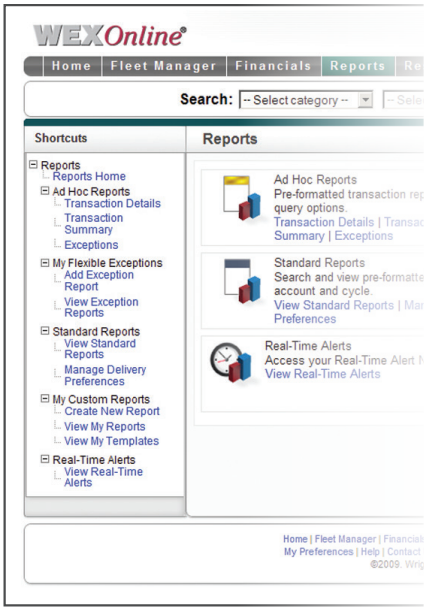
Premium Custom Reports — select your criteria to generate ad hoc, real-time reports: Exception, Transaction Summary, and Transaction Detail reports. Export these reports directly into your own spreadsheet, to easily analyze and share your data.

Summary Reports — use our Financial Summary, Site Summary and Exception Summary reports to manage your vehicle-related expenses and plan your fleet budget.

Tax Exemption Reports — for qualified tax-exempt fleets, monthly report packages provide tax information at both the transaction and summary level, and will include all tax exemptions that can be applied to your account under our program.

Minority and Women-Owned Businesses Report (MWOBE) — a quarterly report, summarizing by fleet account and month, transactions, gallons and dollars spent at MWOBE fuel and service locations.

FAST FACTS



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WEX ONLINE®

MANAGE YOUR ENTIRE FLEET ONLINE

WEX Online® is your fleet management portal

WEX Online® is a cutting-edge web-based tool that provides you access to view and manage every detail of your fleet card program. ***It is Section 508 compliant.*** We created the site to put information at your fingertips 24/7 so you can take action as needed.

PROFILE MANAGER

The profile manager allows you to establish purchase control profiles for individuals, groups of drivers, vehicles and more. Set rules for how the card can be used, how often, and when. Add spend limits for fuel, service, parts, and general merchandise. Your rules will be embedded in the respective cards — if a transaction exceeds your limits, the system will decline the purchase. You set the control limits. We enforce them.

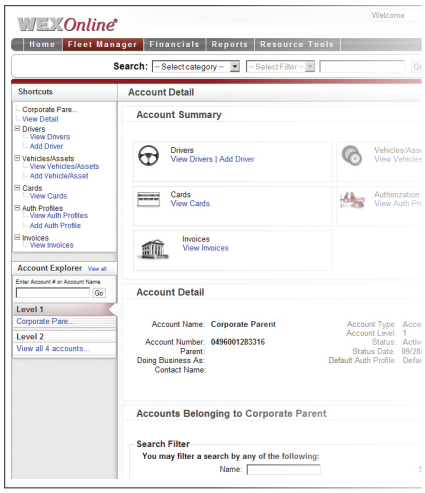
EXPENSE MANAGEMENT TOOLS

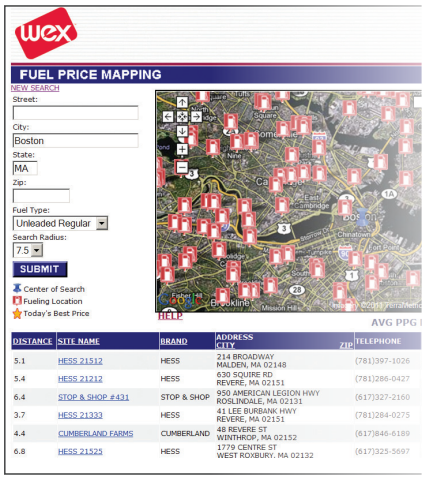
WEX Online® makes it easy to manage your fleet spend in one central place. Set up profiles, billing, and reporting functions, limits, and restrictions. Add custom fields and assign codes, such as General Ledger (GL). Run queries on purchase transactions, vehicles and drivers.

FUEL PRICE MAPPING

Our ***Fuel Site Locator*** combines fuel transaction data with Google Maps™ to help drivers find current best prices by city, state, zip, fuel type, PPG, or brand. Find the lowest cost fuel stations with our fuel price mapping technology, which updates prices hourly. ***WEX Connect*** is a free mobile app, which gives drivers access on the road.

WEX CONNECT





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866.527.8870

Attachment: Florida Collaterals (2021-R-52 : Approval of Piggybacking State of Florida Master Agreement with WEX, Inc.)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Railroad Reimbursement Agreement with the State of Florida Department of Transportation and the Florida East Coast Railway, LLC (Company) for the Installation of Certain Grade Crossing Control Devices Designated as Financial Project Number 448383-1-57-01 Located at 10Th Street, Which Crosses the Right-Of-Way of the Tracks of the Company at FDOT/AAR Crossing No. 273056X Located Near Holly Hill, Florida; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-53**
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Transportation (DEPARTMENT) is constructing, reconstructing or otherwise changing a portion of the Public Road System designated at 10th Street and the Florida East Coast Railway, LLC (COMPANY) crossing, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for the railroad crossing over or near said highway (10th Street).

The COMPANY shall furnish the necessary materials and install automatic grade crossing signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (Exhibit "A") the attached detailed statement of work, plans, and specifications; and (Exhibit "B") the DEPARTMENTS standard plans, Index 509-070 attached hereto and made a part hereof.

The City shall enter into a railroad reimbursement agreement with the Florida Department of Transportation and the FEC for the installation and maintenance of the grade crossing traffic control devices designated as Financial Project Number 448383-1-57-01 on 10th Street, which crosses the right of way and tracks of crossing no. 273056X located in Holly Hill, Florida attached as Exhibit "C".

The City shall assume 50% of the annual maintenance cost as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto as Exhibit "D" and by this reference made a part hereof and subject to future revision. (There is no financial

obligation for city for the cost of construction for this project).

FISCAL ANALYSIS:

This construction, reconstruction requires no financial impact to the City. The City shall only be responsible for 50% of the annual maintenance cost which is $3,934.00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with the State of Florida Department of Transportation and the Florida East Coast Railway, LLC (Company) for the installation and maintenance of certain grade crossing traffic control devices designated as Financial project Number 448383-1-57-01 on 10th Street, which crosses the right of way and tracks of the Company at FDOT.AAR Crossing No. 273056X located near Holly Hill, FL.

COMMISSION GOAL:

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

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

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

MOTION:

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FLORIDA EAST COAST RAILWAY, LLC TO BE RESPONSIBLE FOR 50% OF THE ANNUAL MAINTENANCE COST OF FDOT/AAR CROSSING NO. 273056X AT 10TH STREET, WHICH CROSSES AT GRADE THE RIGHT OF WAY AND TRACKS OF THE FLORIDA EAST COAST RAILWAY, LLC'S MILEPOST 107+1510' IN AN AMOUNT OF $3,934.00.

ATTACHMENTS:

- Exhibit A (PDF)
- Exhibit B (PDF)

- Exhibit C (PDF)
- Exhibit D (PDF)
- License Agreement 6-6-1996 (PDF)

Resolution No. 2021-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A RAILROAD REIMBURSEMENT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA EAST COAST RAILWAY, LLC (COMPANY) FOR THE INSTALLATION OF CERTAIN GRADE CROSSING CONTROL DEVICES DESIGNATED AS FINANCIAL PROJECT NUMBER 448383-1-57-01 LOCATED AT 10TH STREET, WHICH CROSSES THE RIGHT-OF-WAY OF THE TRACKS OF THE COMPANY AT FDOT/AAR CROSSING NO. 273056X LOCATED NEAR HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A RAILROAD REIMBURSEMENT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA EAST COAST RAILWAY, LLC (COMPANY) FOR THE INSTALLATION OF CERTAIN GRADE CROSSING CONTROL DEVICES DESIGNATED AS FINANCIAL PROJECT NUMBER 448383-1-57-01 LOCATED AT 10TH STREET, WHICH CROSSES THE RIGHT OF WAY OF THE TRACKS OF THE COMPANY AT FDOT/AAR CROSSING NO. 273056X LOCATED NEAR HOLLY HILL, FLORIDA; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on 10th Street, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

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

SECTION 1. That the City Commission of the City of Holly Hill authorize the City Manager to enter into an agreement with the State of Florida Department of Transportation and the Florida East Coast Railway, LLC (Company) for the installation and maintenance of certain grade crossing traffic control devices designated as Financial project Number 448383-1-57-01 on 10th Street, which crosses the right-of-way and tracks of the Company at FDOT/AAR

Crossing No. 273056X located near Holly Hill, FL; and

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

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

APPROVED AND AUTHENTICATED on this 24th day of AUGUST, 2021.

Exhibit #1

Florida East Coast Railway

DATE: 09/24/20
FILE: 10.2
TYPE: III
CLASS: III
NO. OF DAYS: 4
AAR / DOT #: 273056X
MILE POST: 107+1510'
Project Type: FDOT

OFFICE OF THE CHIEF ENGINEER
OF SIGNALS AND COMMUNICATIONS

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT 10th STREET.
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	$0.00	EA.	$0.00
GATES	$650.00	3 EA.	$1,950.00
GATE FOUNDATIONS	#DIV/0!	EA.	$0.00
12" LED LIGHT ASSEMBLIES	$500.00	12 EA.	$6,000.00
CANTILEVERS 00'		EA.	$0.00
CANTILEVER FOUNDATIONS		EA.	$0.00
XP4 CWT	$40,800.00	1 EA.	$40,800.00
GENERATOR CASE W/ TRANSFER SWITCH	$5,615.00	1 EA.	$5,615.00
BATTERY BOX	$675.00	EA.	$0.00
BATTERIES, SAFT SPL250	$250.00	EA.	$0.00
MISC. GROUND MATERIAL	$2,015.00	1 PKG.	$2,015.00
CONDUIT & DIRECTIONAL BORE	$45.00	FT.	$0.00
WIRE	$360.00	1 PKG.	$360.00
MISCELLANEOUS RELAY EQUIPMENT	$1,250.00	1 PKG.	$1,250.00
POWER SERVICE	$2,000.00	EA.	$0.00
MONITORING EQUIPMENT	$10,725.00	1 PKG.	$10,725.00
SANITATION & DISPOSAL	$1,500.00	1 PKG.	$1,500.00
FREIGHT & HANDLING			$17,179.00
TAX @ 6.5%			$4,466.00
TOTAL MATERIALS			**$91,860.00**
EXCAVATING EQUIPMENT PER DAY	$417.10	4 DAYS	$1,668.40
EQUIPMENT RENTAL PER DAY	$200.00	4 DAYS	$800.00
FOREMAN'S TRUCK PER DAY	$224.70	4 DAYS	$898.80
GANG TRUCK PER DAY	$647.30	4 DAYS	$2,589.20
SUPERVISORS TRUCK PER DAY	$142.60	4 DAYS	$570.40
EQUIPMENT TOTAL			**$6,527.00**
DESIGN ENGINEERING	$7,500.00	1.5	$11,250.00
CONTRACT ENGINEERING	$14,650.00	1	$14,650.00
CONSTRUCTION ENGINEERING INSPECTION	$1,350.00	1 DAYS	$1,350.00
ENGINEERING TOTAL			**$27,250.00**
CONSTRUCTION SUPERVISION	$516.00	4 DAYS	$2,064.00
LABOR ADDITIVE			$1,192.00
TOTAL SUPERVISION LABOR			**$3,256.00**
LABOR PER DAY	$1,520.98		$6,084.00
NUMBER OF DAYS	4		
LABOR ADDITIVE			$3,577.00
TOTAL GANG LABOR			**$9,661.00**
GANG EXPENSES PER DAY	$1,106.00		
NUMBER OF DAYS	4		
TOTAL GANG EXPENSES			**$4,424.00**
ESTIMATED FLAGGING TOTAL	$1,100.00	4 DAYS	**$4,400.00**
SUB-TOTAL			**$147,378.00**
CONTINGENCIES 5%			$7,369.00
TOTAL			**$154,750.00**

ESTIMATE NOTES:

INSTALL NEW 12" LED LIGHTS, NEW GATES W/ LED LIGHTS, CWT UNIT, RECORDER

Attachment: Exhibit A (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

Crossing No: 273056X | Roadway: 10TH ST | RR Street: | District: 5 | County: Volusia

PUBLIC | HWY | AT GRADE | Commercial | City: Holly Hill | IN CITY | OPEN-TRACK ACTIVE

Rank 2018:	2749	SR No.:		RR Company:	FEC
Rank 2017:	2751	CR No.:	CR 4023	Division Name:	NORTH
Rank 2016:		US No.:		Subdivision Name:	NORTH
		Latitude:	29.241500	Branch Name:	MAIN LINE
		Longitude:	-81.040000	RR Milepost:	107.29

Date: 05/20/2019
Team Members:
L Miller A Fowler
D Mixon R Crawford
J Ganey
T Frank
J Eady
S Graham
J Powell

Field Review Comments: Old Signals

Team Recommendations: 2 FL & G, CWT, event recorder, One (1) ped gate.

Highway Speed:	30
Crossing Angle:	60-90 DEG
AADT:	3804 (2011)
Percent Trucks:	4 (2009)
School Buses:	0 (2019)
Street Types:	Two-Way Street
Thru Lanes:	2
Aux Lanes:	0
Hazmat Route?	NO
Emergency Services Route?	YES

Train Speed Range:	20-45
Max Time Table Speed:	45
Day Thru/Switch:	14/
Night Thru/Switch:	7/
Train Service:	Freight
Passenger Count/Day:	0
Train Count Date:	01/01/2016
Main Tracks:	1
Other Tracks:	

Emergency Notification Signs:	YES
Crossbuck(4x4 post):	0
Crossbuck Sign:	3
Stop Sign:	0
Yield Sign:	0
Low Ground Clearance Signs:	0
Exempt Signs:	
Trespass Signs:	YES

Train Signals?	YES
Train Signal Proximity:	YES
Train Detection:	Other
Event Recorder?	Y

W10-1	2	R10-6a	0	W8-1	0
W10-2	0	R11-2	0	W10-8	0
W10-3	0	R15-2P	0	W10-9	0
W10-4	0	R15-6	0	W10-9P	0
W10-11	0	R15-6a	0	W10-11a	0
W10-12	0	R15-7	0	W10-11b	0
R3-1a	0	R15-7a	0	W10-13P	0
R3-2a	0	R15-8	0	W10-14P	0
R8-8	0	Pvt Crossing	0	W10-14aP	0
R8-9	0	Look Out	0	W10-15P	0
R8-10	0	R8-8 w/Beacon	0	Slow	0
R8-10a	0	W3-1		W10-1w/Beacon	0
R10-6	0	W3-3		LED Signs	0

Number of Bells:	2
Post Mounted Flashing Lights:	3
	Backlights, Incandescent
Roadway Gate Count:	2
Pedestrian Gate Count:	1
Gates:	2 Quad
Cantilevered Flashing Over Traffic:	0
Cantilevered Flashing Not Over Traffic:	0
Intersecting Roadway?	YES
Signalized?	NO
Interconnection:	Not Interconnected
Traffic Signals Controlling?	
Preemption:	
Does traffic queue across the tracks?	NO
Traffic Pre-Signals?	NO
8" Count:	0
12" Count:	6
LED Count:	0
Install - Upgrade:	-- 05/02/1997

Surface Installment Date:	
Surface Type:	CONCRETE
Pvmt Mrk:	STOPLINES AND XING SYMBOLS
Surface Condition:	EXCELLENT
Approach:	LOS A = Smooth
Vehicle Reaction:	LOS B = Vibrating
Driver Reaction:	LOS A = No reaction
Rail/Pad Movement:	LOS A = Smooth

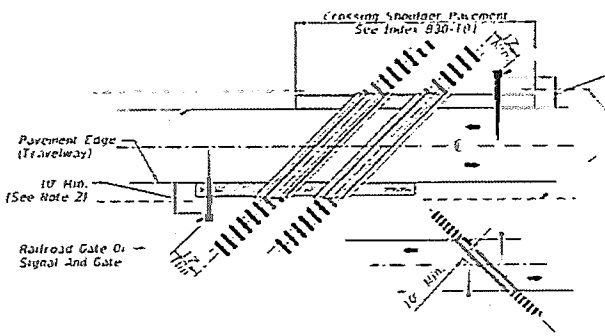
Maintenance Responsibility:	COUNTY
Roadway Paved:	YES
Tracks run down street?	NO
Sidewalks on Crossing Approach?	YES
Sidewalks Thru Crossing?	YES
Crossing Illuminated?	NO
Commerical Power?	YES
Alternative Power?	NO

Incident History:

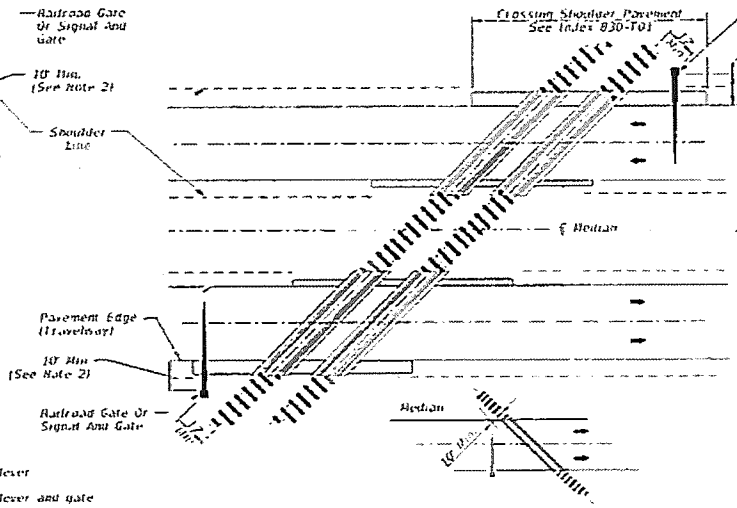
Recommended Warning Device: FL & G

Attachment: Exhibit A (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

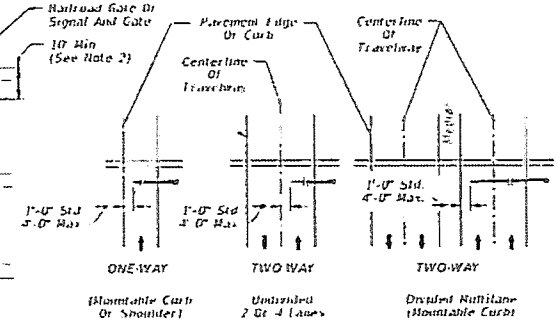
Attachment: Exhibit B (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)



NOTE Arrows denote direction of travel not pavement markings

FIGURE 1

GENERAL NOTES:

1 No guardrail is proposed for signals, however some form of impact attenuation device may be specified for certain locations

2 Advance flasher to be installed when and if called for in Plans or Specifications

3 Top of foundation shall be no higher than 4" above finished shoulder grade

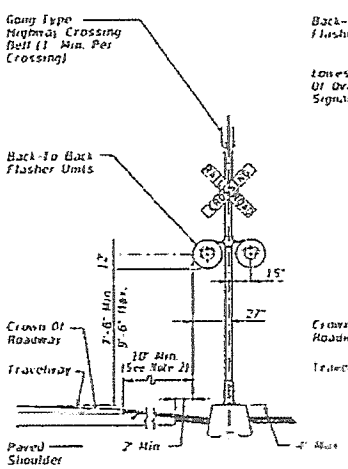
4 Type of traffic control device
I Flashing warning devices
II Flashing warning devices with cantilever
III Flashing warning devices with gate
IV Flashing warning devices with cantilever and gate
V Gate

5 Class of traffic control devices (Not Shown)
I 2 Quadrant flashing warning devices-one track
II 2 Quadrant flashing warning devices-multiple tracks
III 2 Quadrant flashing warning devices and gates-one track
IV 2 Quadrant flashing warning devices and gates multiple tracks
V 3-4 Quadrant flashing warning devices and gates one track
VI 2-4 Quadrant flashing warning devices and gates-multiple tracks

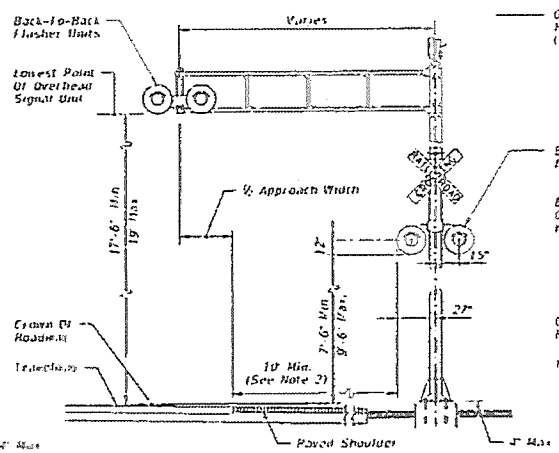
NOTE:

1 Two separate foundations may be required (one for signals, one for gate) depending on type of equipment used

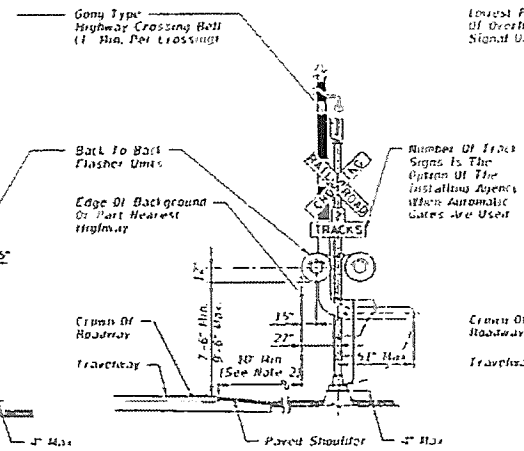
2 When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane



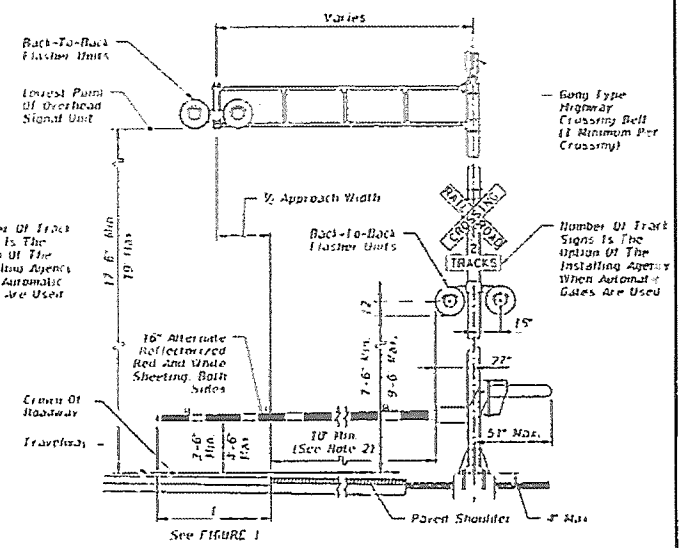
TYPE I



TYPE II



TYPE III AND TYPE V

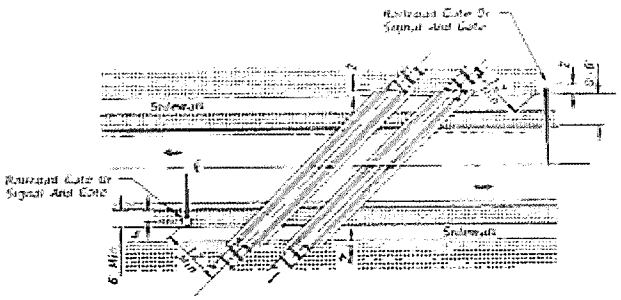


TYPE IV AND TYPE VI

TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION	REVISION	DESCRIPTION			INDEX	SHEET
11/01/17			FDOT FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	509-070	1 of 4

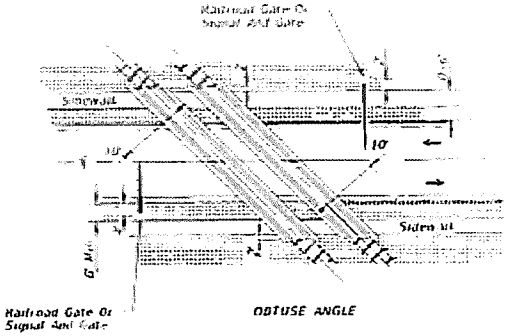
FORMER #17882



ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 LANES, CURB & GUTTER)



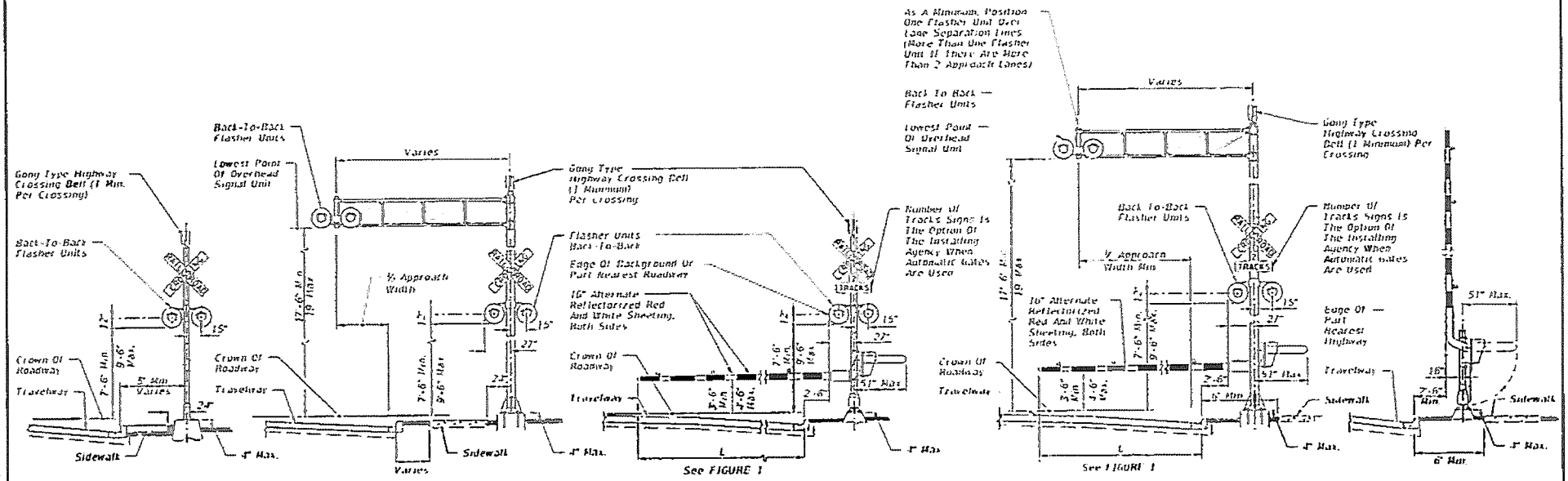
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 LANES, CURB & GUTTER)

NOTES.

1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0 to 6' locate device outside sidewalk. Over 6' locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17' 6" from above the crown of Roadway to the Lowest Point of the Overhead Signal Unit.



TYPE I TYPE II TYPE III TYPE IV TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

LAST REVISION 11/01/17	REVISION DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 4

NOTES:

1. Place an additional W10-1 sign where intersections occur between the R/R pavement message and the tracks.
2. Place FTP-G1-06 or FTP-G2-06 sign 100' in advance of crossing for rural conditions. See Index 700-102 for sign details.
3. Install Railroad Dynamic Envelope Pavement Markings only when called for in the Plans.
4. Do not install pavement markings when the distance between tracks is less than 14'.
5. The transverse dimension for the RDE "A" may be reduced to the lane width for two lane roadways without shoulders or when shown on the Plans.
6. Do not install pavement markings in the Paint areas.

Design Speed (mph)	Distance "A" (ft)
60	400
55	325
50	250
45	175
40	125
35 URBAN	100
35 Min.	

RAILROAD CROSSING AT TWO-LANE ROADWAY

RAILROAD CROSSING AT MULTILANE ROADWAY

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

RAILROAD DYNAMIC ENVELOPE (RDE) PAVEMENT MARKING DETAIL

RAILROAD CROSSING PAVEMENT MESSAGE

LAST REVISION	DESCRIPTION	REVISION
02/11/20	Added Railroad Dynamic Envelope Pavement Marking Details	

FDOT

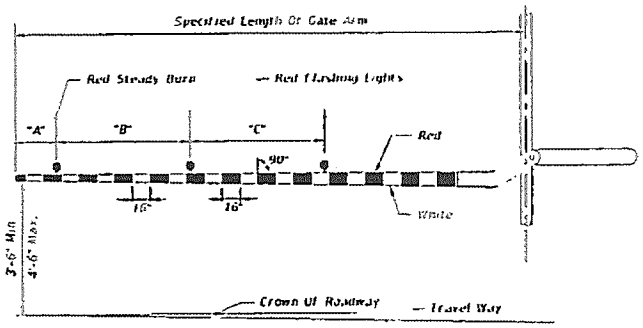
FY 2020-21 STANDARD PLANS

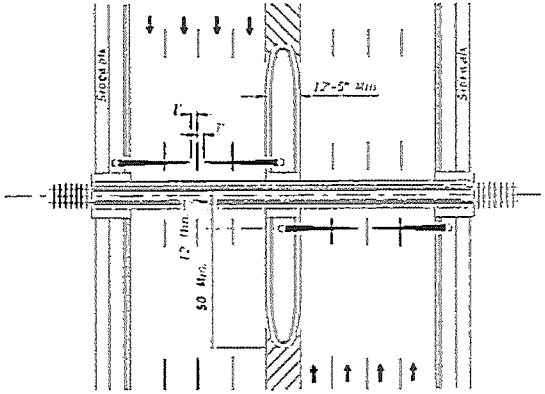
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

INDEX 509-070

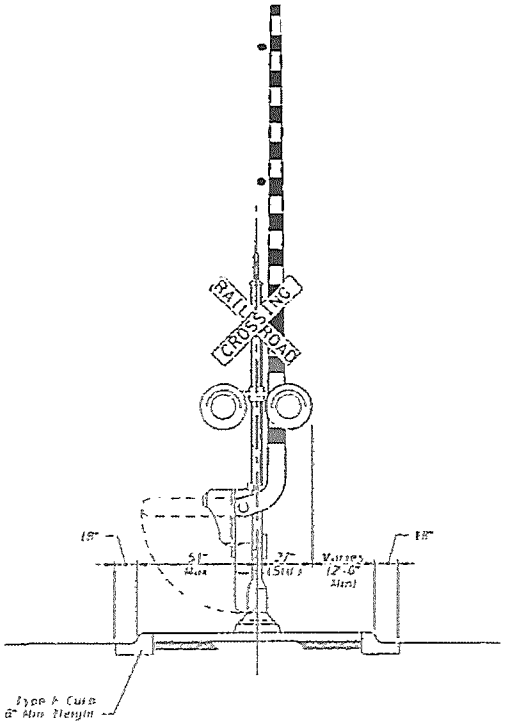
SHEET 3 of 4

Attachment: Exhibit B (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)





PLAN



MEDIAN SECTION AT SIGNAL GATES

RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft	6"	36"	5'
15 Ft	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft	30"	42"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft	36"	6'	6'
32-34 Ft	36"	7'	7'
35-37 Ft	36"	8'	8'
38 And Over	36"	10'	10'

NOTE
For additional information see the "Manual On Uniform Traffic Control Devices" Part 8, The "Traffic Control Handbook" Part VIII and AASHTO "A Policy On Geometric Design Of Streets And Highways"

MEDIAN SIGNAL GATES FOR

MULTILANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 4 of 4

Exhibit C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-27
RAIL
OGC - 06/17

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44838315701	10th STREET	VOLUSIA	1(79000-SIGG)	TBD

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA EAST COAST RAILWAY, LLC, a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of FLORIDA, hereinafter called the COMPANY; and the City of HOLLY HILL, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 448383-1-57-01, on 10th STREET, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 107+1510', FDOT/AAR Crossing Number 273056X, at or near HOLLY HILL, as shown on DEPARTMENT'S Plan Sheet No. 509-070 & 509-100, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Standard Plans, Index 509-070 attached hereto and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Scheduleof Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

☐ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

☒ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of $ 154,750.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

☐ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☒ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

☐ (c) An agreed lump sum $ _____ , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

☐ (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____ . The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

☐ (c) $ _____ credited for ☐ betterment ☐ expired service life ☐ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

> The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,~~

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

~~whether direct or indirect, and whether to any person or property to which the DEPARTMENTor said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. Paragraph 22 was stricken prior to all signatures at the request of Florida East Coast Railway, LLC

30. This agreement is for the purpose of constructing and upgrading the signals only. Once construction is complete, this agreement will become null and void and the License Agreement between Florida East Coast Railway, LLC and the City of Holly Hill dated 6/6/1996 will govern the future responsibilities for this crossing.

31. This project proposes the installation of (2) flashing lights & gates, (1) pedestrian gate, Constant Warning Time, an event recorder, (1) generator case, labor and related costs.

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Transportation Operations)

COMPANY: FLORIDA EAST COAST RAILWAY, LLC

BY: Robert Lesley
(TITLE: SVP)

CITY OF HOLLY HILL , FLORIDA

BY: _____
(TITLE: _____)

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: _____
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

Attachment: Exhibit C (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

Exhibit D

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-41
RAIL
06/21

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44838315701	10th Street	Volusia	1(79000-SIGM)	TBD

COMPANY NAME: FLORIDA EAST COAST RAILWAY, LLC

A. FDOT/AAR XING NO.: 273056X RR MILE POST TIE: 107+1510'

B. TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX: 509-070 & 100

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	$3,451.00
(III)	2-Quadrant Flashing Lights and Gates with One Track	$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982
GENERAL AUTHORITY: 334.044, F.S.
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Attachment: Exhibit D (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-55
RAIL
OGC – 01/20

CITY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44838315701	10th STREET	VOLUSIA	1(79000-SIGG)	TBD

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

ON MOTION OF Commissioner (Councilman) _____, seconded by Commissioner (Councilman) _____, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on 10th STREET, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL IN VOLUSIA COUNTY, FLORIDA;

That the City of HOLLY HILL enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 448383-1-57-01 on 10th STREET which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 273056X located near HOLLY HILL, Florida; and

That the City assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor, City Manager and City Clerk be authorized to execute such agreements with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of HOLLY HILL, Florida, in regular session this _____ day of _____, ____.

_____
Mayor - Commissioner

ATTEST: _____ (SEAL)
City Auditor and Clerk

Attachment: Exhibit D (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective from the 6th day of June, 1996, is between the FLORIDA EAST COAST RAILWAY COMPANY (Address: P.O. Box Drawer 1048, St. Augustine, Florida 32084), a Florida corporation, hereinafter called "RAILWAY" and CITY OF HOLLY HILL, a political subdivision of the State of Florida, hereinafter called "SECOND PARTY."

W I T N E S S E T H :

That the RAILWAY, for valuable consideration and the covenants and agreements herein contained to be performed and kept by the SECOND PARTY, does hereby give and license unto said SECOND PARTY the right and privilege to use, for public at-grade road crossing purposes only, that part of the right-of-way and property of the RAILWAY at the RAILWAY'S Milepost 107 + 1510' , more particularly described as follows, and hereinafter referred to as the "CROSSING SITE":

See Exhibit "A" Attached Hereto.

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

The words "CROSSING SITE" are defined to include any railroad crossing signs, crossing structures or automatic crossing devices which are, or might be, located within or adjacent to the above-described location. The status of the SECOND PARTY is that of a licensee and not lessee. It has the right to use the CROSSING SITE as specified herein, but legal possession of the CROSSING SITE shall remain with the RAILWAY.

In consideration of the granting of this Agreement by the RAILWAY, the SECOND PARTY covenants and agrees with the RAILWAY as follows:

1. That the CROSSING SITE shall be used for public at-grade road crossing purposes only across the RAILWAY'S right-of-way and tracks, and except as herein provided, no pipe, wire, rail, or other line or structure shall be placed in or on the CROSSING SITE without the previous consent in writing of the RAILWAY. SECOND PARTY further agrees that the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE, will at all times be kept clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the expense of SECOND PARTY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for the term of one (1) year. If SECOND PARTY

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

holds over and remains in possession after the expiration of such term or any renewals thereof, this Agreement shall be considered as renewed, unless sixty (60) days' written notice of the termination of same has been or is given by the RAILWAY, and shall continue in effect from year to year, subject to the same terms and conditions as herein contained, unless amended by the RAILWAY, which it has the right to do upon sixty (60) days' written notice.

3. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the said SECOND PARTY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

4. The SECOND PARTY hereby grants unto the RAILWAY necessary permits for the installation, construction, erection, repair, and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If SECOND PARTY fails to promptly grant the RAILWAY necessary permits, SECOND PARTY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

costs due to slow ordering of trains. SECOND PARTY shall promptly pay such amounts upon rendition of appropriate billing by the RAILWAY.

5. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the SECOND PARTY or RAILWAY, shall be the sole responsibility of the SECOND PARTY.

6. The RAILWAY shall install, maintain and replace flashing lights, bells and gates, referred to jointly as "RAILROAD DEVICES," at the CROSSING SITE. The RAILWAY will install the necessary RAILROAD DEVICES at the sole cost of the SECOND PARTY. Installation costs are estimated to be $92,394.00 as shown on the estimate for signal installation attached and incorporated by reference.

In addition, SECOND PARTY shall pay unto RAILWAY one-half the annual cost of maintenance of said automatic crossing protection devices as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto and by reference made a part hereof.

The aforementioned RAILROAD DEVICES are owned by the RAILWAY

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change the operations of the RAILROAD DEVICES.

7. The RAILWAY shall install one 24' wide Type T-modified crossing structure (hereinafter referred to as "STRUCTURE") at 10th Street, Milepost 107 + 1510' in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of SECOND PARTY. Said cost is estimated to be $28,907.08 (see attached estimate, incorporated by reference).

When the RAILWAY determines that the replacement of the new STRUCTURE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the STRUCTURE with a comparable or improved facility. The replacement, repair and maintenance costs of the new structure shall be the sole responsibility of the SECOND PARTY. The SECOND PARTY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. The RAILWAY shall provide a flagman at said CROSSING SITE while work is being

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

performed by the SECOND PARTY under the provisions of this Agreement, at the sole expense of the SECOND PARTY.

8. The SECOND PARTY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The SECOND PARTY agrees to bear the total expense of any changes or additions to the pavement, RAILROAD DEVICES or other railroad signalization equipment and STRUCTURE at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the SECOND PARTY.

9. The SECOND PARTY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all times to their approval. An additional license agreement may or may not be required by the RAILWAY, depending upon the type, size, depth and other specifications of the proposed facilities, as submitted to the

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

RAILWAY.

10. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossings shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of SECOND PARTY.

11. The SECOND PARTY further covenants to pay, either directly or upon bills presented unto SECOND PARTY by the RAILWAY, within thirty (30) days after presentation of the same, all bills for electricity for the lighting and illumination of the CROSSING SITE.

12. At the termination of this Agreement for any cause, or upon termination of the SECOND PARTY'S use of the CROSSING SITE as herein described, the SECOND PARTY shall remove, at its entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

13. SECOND PARTY shall indemnify and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE or arising out of the existence of the CROSSING SITE.

14. The SECOND PARTY shall not take any action that will prevent or

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

tend to restrict the operations of trains over the CROSSING SITE.

15. The SECOND PARTY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the SECOND PARTY, each and every one of the terms and conditions included on the two pages entitled "INDEMNITY TO THE FLORIDA EAST COAST RAILWAY COMPANY AND CONTRACTUAL LIABILITY ENDORSEMENTS TO CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE POLICIES DURING SUCH INDEMNITIES" AND "INSURANCE FOR BENEFIT OF FLORIDA EAST COAST RAILWAY COMPANY TO BE OBTAINED, KEPT IN FULL FORCE AND EFFECT AT COST OF CONTRACTOR," both attached hereto and made a part hereof.

16. SECOND PARTY shall give the RAILWAY one (1) week's advance notice when the SECOND PARTY or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains; except that in emergency situations SECOND PARTY shall only be required to give the RAILWAY such advance notice as is practicable under the circumstances. The SECOND PARTY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

borne by the SECOND PARTY.

17. After the STRUCTURE portion of the CROSSING SITE has been installed and the RAILROAD DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the SECOND PARTY a statement showing the total cost of material, labor and equipment furnished by the RAILWAY, which statement is agreed to be prima facie reasonable, and said cost to the SECOND PARTY being hereby estimated to be $121,301.08 as shown by the estimates of the RAILWAY'S Engineering and Signal Departments, which are attached to this Agreement and by this reference made a part hereof.

18. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility of the SECOND PARTY, and at its sole expense.

19. The SECOND PARTY shall promptly pay RAILWAY all charges for maintenance, replacement, repair or otherwise of the facilities at this crossing as provided for in this Agreement, upon being billed for the same by the RAILWAY. Failure to promptly pay to RAILWAY amounts billed as

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

due under this Agreement shall constitute default by the SECOND PARTY and shall enable RAILWAY to terminate this Agreement as provided for below.

20. The SECOND PARTY is specifically notified that its personnel will be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities. If a cable or other facility is cut or damaged, the SECOND PARTY agrees to indemnify RAILWAY for any damages which may result. The SECOND PARTY will secure insurance to cover this obligation as provided for below.

21. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the RAILWAY and the SECOND PARTY have

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicate the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
delivered in the presence of:

Theresa W. Rayno

John Knight
Witnesses as to RAILWAY

FLORIDA EAST COAST RAILWAY COMPANY, a Florida corporation

By: _____ (Seal)

ATTEST: Patricia A. Bagley
Assistant Secretary

DATE: 6-11-96

Sue M. Blackwell

Timothy E. Hanbuck
Witnesses as to CITY

CITY OF HOLLY HILL, a political subdivision of the State of Florida

By: Wm. D. Arthur

Title: Mayor

Attest: Donald Lusk

Title: City Manager

Date: May 15, 1996

TES 7/17/95 TCS 7/24/96

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

LICENSE AREA

A PARCEL OF LAND WITH UNIFORM WIDTH OF 60' NORTHERLY AND SOUTHERLY, EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT HOLLY HILL, FLORIDA, WITH LONGITUDINAL CENTER LINE LOCATED 1,510 FEET, MORE OR LESS, SOUTHERLY FROM RAILWAY'S MILEPOST 106 FROM JACKSONVILLE FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF 100 FEET AT THIS LOCATION, BEING 63 FEET IN WIDTH ON EAST SIDE AND 37 FEET IN WIDTH ON WEST SIDE OF THE CENTER LINE OF RAILWAY'S MAIN TRACK.

ALL AS OUTLINED IN ORANGE ON THE ATTACHED PLAN 01-D-201, DATED APRIL 18, 1995, ATTACHED HERETO AND MADE A PART HEREOF.

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

FLORIDA EAST COAST RAILWAY COMPANY
SAINT AUGUSTINE, FLORIDA

07/17/95
16:54

HOLLY HILL: **INSTALL 1-24' WIDE TYPE T-MODIFIED GRADE CROSSING**
10TH STREET, MILEPOST 107+1510
107/39/1510

CROSSING DESCRIPTION

Length of Crossing Surface:	24 Tf
Number of Tracks:	1 Ea
Length of Track Panel:	64 Tf

PAVING DESCRIPTION

Width (Across Road)	28 Ft
Length (Along Road)	80 Ft
Projected Lift	3 In

AGREEMENT DESCRIPTION

Responsible Party:	CITY OF HOLLY HILL
Agreement Date:	
Division of Responsibility	
Maintenance of Traffic	CITY
Crossing Surface	CITY
Track Materials	CITY
Track Construction	CITY
Paving	CITY

GANG DESCRIPTION

1 St Augustine Section
8 St. Augustine Smoothing
1 Crane
1 Loader

COST RECAPITULATION

Work Item	Labor	Equipment	Material	Contract	10.00% Contingency	Total	Responsible Party
Encase Fibre Optic Cable	n/a	n/a	n/a	2,400.00	240.00	2,640.00	CITY
Mobilization/Material Consolidation	1,278.42	1,267.72	n/a	n/a	254.61	2,800.75	CITY
Construct Track Panel	558.47	348.32	3,239.18	n/a	414.60	4,560.57	CITY
Maintenance of Traffic	n/a	n/a	n/a	0.00	0.00	0.00	CITY
Remove Crossing Surface	0.00	0.00	n/a	n/a	0.00	0.00	CITY
Remove/Replace Track/Crossing Structure	1,010.68	1,038.73	n/a	n/a	204.94	2,254.35	CITY
Line & Surface Track	791.09	651.83	1,525.40	n/a	296.83	3,265.15	CITY
Install Crossing Surface	117.65	101.14	6,202.75	n/a	642.15	7,063.69	CITY
Place Asphalt	167.05	28.45	n/a	5,040.00	523.55	5,759.04	CITY
Demobilization/Site Cleanup	444.81	67.48	n/a	n/a	51.23	563.52	CITY
Totals:	4,368.16	3,503.66	10,967.34	7,440.00	2,627.92	28,907.08	

TOTAL TRACK & CIVIL PROJECT COST: **28,907.08** 1,204.46 S/Ft

TRACK & CIVIL COST TO BE BORNE BY FEC: **0.00**

TRACK & CIVIL COST TO BE BORNE BY CITY OF HOLLY HILL: **28,907.08**
TOTAL SIGNAL COST TO BE BORNE BY CITY OF HOLLY HILL: **92,394.00**

TOTAL PROJECT COST TO BE BORNE BY CITY OF HOLLY HILL: **121,301.08**

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

INSTALL 1-24' WIDE TYPE T-MODIFIED GRADE CROSSING — 10TH STREET, MILEPOST 107+1510

DETAIL OF ESTIMATE

Workforce Calculations Work Item	Qnty/ Track	Unit	Production/ Hour	Hours/ Track	Total Hours	Total Labor	Total Equipment
Mobilization/Material Consolidation	1	Ls			4.00	1,278.42	1,367.72
Material Yard							
Work Train							
Section							
Crane							
Construct Track Panel	64	Tf	20	3.20	3.20	558.47	348.32
Supervision							
Section							
Crane							
Remove Crossing Surface	0	Tf	40	0.00	0.00	0.00	0.00
Supervision							
Section							
Crane							
Loader							
Remove/Replace Track Structure	64	Tf	20	3.20	3.20	1,010.68	1,038.73
Supervision							
Section							
Crane							
Loader							
Welder							
Work Train							
Maintainer							
Line & Surface Track	300	Tf	50	6.00	6.00	791.09	651.83
Supervision							
Surfacing Gang							
Replace Crossing Surface	24	Tf	40	0.60	0.60	117.65	101.14
Supervision							
Section							
Crane							
Loader							
Place Asphalt	1	Ls			4.00	167.05	28.45
Supervision							
Demobilization/Site Cleanup	1	Ls			4.00	444.81	67.48
Section							
Total Labor & Equipment						4,368.16	3,503.66

Cost Of Labor	Qnty	Unit	Rate/Hour	Extended	Gang/Hour	Burdened
Supervision						
Roadmaster	1	Ea	26.60	26.60	26.60	41.76
Section Gang						
Foreman	1	Ea	14.48	14.48	70.83	111.20
Laborer	5	Ea	11.27	56.35		
Surfacing Gang						
Foreman	1	Ea	14.48	14.48	57.38	90.09
On Track Operator	1	Ea	14.18	14.18		
Laborer	1	Ea	11.27	11.27		
Mechanic	1	Ea	17.45	17.45		
Crane						
Off Track Operator	1	Ea	13.73	13.73	13.73	21.56
Loader						
Off Track Operator	1	Ea	13.73	13.73	13.73	21.56
Welder						
Welder	1	Ea	14.68	14.68	27.31	42.88
Helper	1	Ea	12.63	12.63		
Material Yard						
Foreman	1	Ea	14.48	14.48	84.56	132.76
Off Track Operator	1	Ea	13.73	13.73		
Laborer	5	Ea	11.27	56.35		
Work Train						
Engineer	1	Ea	17.33	17.33	34.45	54.09
Conductor	1	Ea	17.12	17.12		
Other						
Maintainer	1	Ea	14.52	14.52	14.52	22.80
Direct Labor Burden	57.00%					
Indirect Labor Burden	0.00%					

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

INSTALL 1-24' WIDE TYPE T-MODIFIED GRADE CROSSING — 10TH STREET, MILEPOST 107+1510
DETAILS OF ESTIMATE

Cost Of Equipment	Qnty	Unit	Rate/Hour	Extended	Gang/Hour
Supervision					
Hi-Rail	1	Ea	7.11	7.11	7.11
Section Gang					
Section Truck	1	Ea	16.87	16.87	16.87
Surfacing Gang					
Tamper	1	Ea	92.68	92.68	101.53
Regulator	0	Ea	34.29	0.00	
Gang Truck (1 ton)	1	Ea	8.85	8.85	
Gang Truck (2 ton)	0	Ea	11.29	0.00	
Mechanic Truck	0	Ea	11.29	0.00	
Crane					
Crane	1	Ea	84.87	84.87	84.87
Truck/Lowboy	0	Ea	28.63	0.00	
Loader					
Loader	1	Ea	31.09	31.09	59.72
Truck/Lowboy	1	Ea	28.63	28.63	
Welder					
Welding Truck	1	Ea	16.87	16.87	16.87
Material Yard					
Crane	1	Ea	84.87	84.87	84.87
Work Train					
Locomotive	1	Ea	130.32	130.32	130.32
Other					
Signal Truck	1	Ea	8.85	8.85	8.85

Cost Of Material	Qnty	Unit	Unit Cost	Extended	Subtotal	16.00% Tax & Hauling	Total Cost
Track Panel							
Rail	2.82	Tn	650.00	1,830.40	2,792.40	446.78	3,239.18
Track Ties	10.00	Ea	65.00	650.00			
Fasteners	26.00	Set	12.00	312.00			
Panel Installation							
Ballast	1.00	Car	1,095.00	1,095.00	1,315.00	210.40	1,525.40
Field Welds	4.00	Ea	55.00	220.00			
Crossing Materials							
Crossing Supports	16.00	Ea	65.00	1,040.00	5,347.20	853.55	6,202.75
Fasteners	16.00	Set	12.00	192.00			
Inner Pads	16.00	Ea	47.00	752.00			
Outer Pads	32.00	Ea	21.00	672.00			
Studs	64.00	Ea	0.80	51.20			
4x10'	0.00	Ea	450.00	0.00			
4x12'	2.00	Ea	500.00	1,000.00			
2x10'	0.00	Ea	375.00	0.00			
2x12'	4.00	Ea	410.00	1,640.00			

Cost Of Purchased Services	Qnty	Unit	Unit Cost	Total Cost
Contract				
Place & Compact Asphalt	42.00	Tn	120.00	5,040.00
Maintenance of Traffic	0.00	Day	300.00	0.00
Encase Fibre Optic Cable	40.00	Lf	60.00	2,400.00

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FLORIDA EAST COAST RAILWAY
OFFICE OF THE CHIEF ENGINEER
OF SIGNALS AND COMMUNICATION

DATE: 04-25-95
FILE # 10.2
MP. 107 + 1510
DOT # ??????
10th Street

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES
This estimate should be considered void after one (1) year.
"install 10th street"

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	$4,114.00	2	$8,228.00
GATES	$500.00	2	$1,000.00
GATE FOUNDATIONS	$375.00	2	$750.00
WIRED CASE 4AB	$25,602.00	1	$25,602.00
BATTERY BOX	$370.00	2	$740.00
MISC. SMALL ITEMS	$500.00	1	$500.00
CONDUIT	$300.00	1	$300.00
BATTERIES	$178.00	50	$8,900.00
CABLE	$3,500.00	1	$3,500.00
MISCELLANEOUS RELAY EQUIP	$1,120.00	1	$1,120.00
FREIGHT & HANDLING			$8,102.00
TOTAL MATERIALS			$58,742.00
EQUIPMENT RENTAL PER WEEK	$650.00	3	$1,950.00
GANG TRUCK PER WEEK	$432.00	3	$1,296.00
SUPERVISORS TRUCK PER WEEK	$180.00	3	$540.00
EQUIPMENT TOTAL			$3,786.00
ENGINEERING	$3,500.00	1	$3,500.00
ENGINEERING TOTAL			$3,500.00
LABOR PER DAY	$1,353.00		$10,824.00
NUMBER OF DAYS	8		
LABOR ADDITIVE			$7,889.00
TOTAL LABOR			$18,713.00
GANG EXPENSES PER DAY	$450.00		
NUMBER OF DAYS	8		
TOTAL GANG EXPENSES			$3,600.00
CONTINGENCIES 5%			$4,053.00
TOTAL			$92,394.00

P_107.WK4

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

INDEMNITY TO FLORIDA EAST COAST RAILWAY COMPANY AND CONTRACTUAL LIABILITY ENDORSEMENTS TO CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE POLICIES DURING SUCH INDEMNITIES

In further consideration of the sums of money herein agreed to be paid to the Contractor, the Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify and save harmless the Florida East Coast Railway Company from and against all judgments, and all loss, damages, costs, charges, and expenses which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations, whether or not negligent, of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, up to the total sums of money, as follows:

A. On account of death, personal injuries, loss of income or earning ability of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway Company, employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, in the limits of $1,000,000.00 each person injured or killed, and $2,000,000.00 each occurrence.

B. Loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same, all in the aggregate limit of $2,000,000.00.

C. Loss, injury, decline in market value or deterioration in quality of any perishable merchandise in the custody of Florida East Coast Railway Company occurring or originating during the first forty-eight (48) hours from, but excluding, the first five (5) minutes any break in the continuity or other obstruction or passage of trains, directly or indirectly arising from the Contractor's operations, upon said track or tracks, as the case may be, of Florida East Coast Railway Company at or within one hundred (100) feet of said location upon which the work is to be performed hereunder, the improvement, renovation, or repair of which is the subject matter of this construction contract, and also all expenses reasonably incurred by Florida East Coast Railway Company in and about the rerouting of its trains and cars to, via, and from the lines of railroad of other railroad common carriers during the first forty-eight (48) hours following any such break in the continuity of said track or tracks as the case may be, of the Florida East Coast Railway Company at or within one hundred (100) feet of said areas.

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

INSURANCE FOR BENEFIT OF FLORIDA EAST COAST RAILWAY COMPANY TO BE OBTAINED AND KEPT IN FULL FORCE AND EFFECT AT COST OF CONTRACTOR

In further consideration of the sums of money herein specified to be paid to Contractor, Contractor, at its cost and expense, shall obtain and keep in effect, insurance policy or policies in the limits of $1,000,000.00 each person injured or killed and $2,000,000.00 each occurrence and $1,000,000.00 property damage per person and $2,000,000.00 property damage each occurrence directly by Contractual Liability Endorsement to Contractor's General Public Liability and Property Damage Insurance Policies insuring Contractor against loss or damage to Contractor upon the indemnities concurrently extended to the Florida East Coast Railway Company and within the limits specified in this paragraph. Alternatively, Contractor my procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring Florida East Coast Railway Company directly as insured against losses and damages but within the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expense, maintain a Workman's Compensation Insurance Policy as available in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Florida East Coast Railway Company, shall be in a form satisfactory to its Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

ANNUAL MAINTENANCE COST EXCLUSIVE OF INSTALLATION

CLASS	DESCRIPTION	COST
I	Flashing Signals - One Track	$1,404.00
II	Flashing Signals - Multiple Tracks	$1,858.00
III	Flashing Signals and Gates - One Track	$2,117.00
IV	Flashing Signals and Gates - Multiple Tracks	$2,657.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014-46.02
Responsibility for the Cost of Automatic Highway Grade Crossing Traffic Control Devices

EFFECTIVE DATE: July 1, 1991

GENERAL AUTHORITY: 20.05, F.S.

SPECIFIC LAW IMPLEMENTED: 338.21, F.S.

Attachment: License Agreement 6-6-1996 (2021-R-53 : Railroad Reimbursement Agreement Crossing #273056X 10Th St Holly Hill, FL)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Lift Station 5 Rehabilitation to J&H Waterstop Utilities, Inc., and Authorizing the City Manager to Execute a Contract with J&H Waterstop Utilities, Inc., in the Amount Not to Exceed $239,600.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-54**
APPLICANT:
PLANNER:

DISCUSSION:

The City received the following 5 bids on the Lift Station 5 Rehabilitation project on July 21, 2021.

J&H Waterstop Utilities Inc.	$239,600.00
Hinterland Group, Inc.	$268,107,00
Cain Enterprises LLC	$274,946.22
Danus Utilities, Inc.	$280,590.00
U.S. Water Services Corp	$320,120.00

J&H Waterstop Utilities, Inc., was the most responsive and lowest bidder with a bid totaling $239,600.00.

Mead and Hunt, Inc. has worked with J&H Waterstop Utilities on projects of a similar nature and are recommending that the City award this project in the amount of $239,600.00, in its entirety, to J&H Waterstop Utilities, Inc.

FISCAL ANALYSIS:

This is budgeted in Fiscal Year 2020-2021 budget under account number 407-8110-580-6300 and project code 21WW03.

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to execute a contract with J&H Waterstop Utilities, Inc., for the Lift Station 5 Rehabilitation project in the amount of $239,600.00.

COMMISSION GOAL:

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

MOTION:

APPROVE THE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH J&H WATERSTOP UTILITIES, INC., FOR THE LIFT STATION 5 PROJECT IN AN AMOUNT NOT TO EXCEED $239,600.00.

ATTACHMENTS:

- J&H Proposal (PDF)
- Hinterland Group Proposal (PDF)
- Cain Ent Proposal (PDF)
- Danus Proposal (PDF)
- US Water Services Proposal(PDF)
- Recommendation of Award (PDF)

Resolution No. 2021-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE LIFT STATION 5 REHABILITATION TO J&H WATERSTOP UTILITIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH J&H WATERSTOP UTILITIES, INC., IN THE AMOUNT NOT TO EXCEED $239,600.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE LIFT STATION 5 REHABILITATION TO J&H WATERSTOP UTILITIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH J&H WATERSTOP UTILITIES, INC IN THE AMOUNT NOT TO EXCEED $239,600.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a lift station at Riverside Drive and 10th Street that is 57 years old; and

WHEREAS, the City desires to rehabilitate this lift station from a dry pit, can style to a duplex, submersible style lift station; and

WHEREAS, the City has received 5 bids for this rehabilitation; and

WHEREAS, J&H Waterstop Utilities, Inc., is the lowest bidder with a bid of $239,600.00; and

WHEREAS, the City's engineers are recommending the contract be awarded to J&H Waterstop Utilities, Inc.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the recommendation of award for the Lift Station 5 Rehabilitation Project to J&H Waterstop Utilities, Inc.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of AUGUST, 2021.

ORIGINAL

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #5 REHABILITATION
BID NO. RFP 21-WW-03

(To be completed in Duplicate)

Bidder's Name: J&H Waterstop Utilities Inc

Submitted: July 21, 20 21

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

Dear Ms. or Sir

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.

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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,

LIFT STATION #5 REHABILITATION

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:**

Two hundred thirty-nine thousand six hundred dollars and no cents.
(In Words)

Dollars $ 239,600.00 (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

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Section 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
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
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, 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

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
B 3	2.02	Pumps and Control Panel	Sulzer/Abs

Category II - Major Equipment Items:

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. N/A			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

7/21/21

Name (signature) Date

Scott Jorgensen

Name (typed and printed)

Vice President

Title

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: 7-15-21
Addendum No. 2 Dated: 7-16-21
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 Five Percent (5%) of Proposed Bid Dollars (_____), made payable to City of Holly Hill (Owner).

J&H Waterstop Utilities Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Scott Jorgensen/Vice President
(Title of Officer)

J&H Waterstop Utilities Inc.
Name of Bidder

962 Shadick Drive Unit 4
Address

Orange City, FL 32763
City/State/Zip

386-851-2411
Telephone

CUC1223884
Contractor's Florida License Number

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

Scott Jorgensen - 1189 Oak Landing Drive Orange City, FL 32763

Danielle Jorgensen - 1189 Oak Landing Drive Orange City, FL 32763

END OF SECTION

Attachment: J&H Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

PROJECT No. RFP 21-WW-03
Bid NAME: Lift Station #5 Rehabilitation

HG Job No. 21-0203-00

BID DUE - Wednesday, July 21, 2021 @ 2:00 PM

SUBMITTED TO:

ORIGINAL

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

ORIGINAL

SUBMITTED BY: **Hinterland Group, Inc.**

HINTERLAND GROUP INC.

2051 W Blue Heron Blvd
Riviera Beach, FL 33404
561-640-3503
Email: info@hinterlandgroup.com

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #5 REHABILITATION
BID NO. RFP 21-WW-03

(To be completed in Duplicate)

Bidder's Name: Hinterland Group Inc.

Submitted: July 20, , 2021

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

Dear Ms. or Sir

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.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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,

LIFT STATION #5 REHABILITATION

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:**

Two Hundred Sixty Eight Thousand One Hundred Seven dollars and 00/100
(In Words)

Dollars $ 268,107.00 (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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Section 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
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
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, 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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

N/A

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier

Category II - Major Equipment Items:

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

ALTERNATE MANUFACTURERS/SUPPLIERS

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

7/20/2021

Name (signature) Date

Chase Rogers

Name (typed and printed)

Project Director

Title

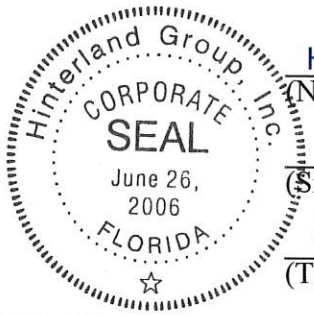
Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: 7/15/2021	Addendum No. Dated:
Addendum No. 2 Dated: 7/16/2021	Addendum No. Dated:
Addendum No. Dated:	Addendum No. Dated:

Attached hereto is a cashier's check on the N/A Bank of N/A or Bid Bond for the sum of Five Percent of Bid Amount Dollars (5% of Bid Amount), made payable to City of Holly Hill (Owner).



Hinterland Group Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Chase Rogers / Project Director
(Title of Officer)

Hinterland Group Inc.
Name of Bidder

2051 W. Blue Heron Blvd.
Address

Riviera Beach, FL. 33404
City/State/Zip

(561) 640-3503
Telephone

CGC1520354 / CUC1224634
Contractor's Florida License Number

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

Daniel Duke III - President	2051 W. Blue Heron Blvd. Riviera Beach, FL. 33404
Chase Rogers - Project Director	2051 W. Blue Heron Blvd. Riviera Beach, FL. 33404

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP 21-WW-03

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	**PRELIMINARY ITEMS**				
1	Mobilization/Demobilization	1	LS	10,000.00	10,000.00
2	Erosion and Sediment Control	1	LS	2,000.00	2,000.00
3	Preconstruction Video	1	LS	1,000.00	1,000.00
4	Field Locate and Expose Existing Utilities	1	LS	2,500.00	2,500.00
B.	**LIFT STATION**				
1	Bypass Pumping	1	LS	15,000.00	15,000.00
2	Demolition	1	LS	25,000.00	25,000.00
3	Complete Lift Station	1	LS	135,622.00	135,622.00
4	Electrical	1	LS	48,000.00	48,000.00
5	Gate Valve - 4" RS	1	EA	1,800.00	1,800.00
6	4" Epoxy Lined PC 250 DIP Force Main w/fittings	10	LF	250.00	2,500.00
7	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	2,500.00	2,500.00
8	DIP Fittings Add or Delete	500	LB	5.00	2,500.00
9	Permits and Allowances	1	LS	$5,000	$5,000
10	Lift Station As-Built Plans	1	LS	4,500.00	4,500.00
11	Open Cut and Repair Asphalt	10	SY	500.00	5,000.00
C.	**GENERAL**				
1	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk	50	SY	65.00	3,250.00
	b) 6" Thick Driveway/Pavement	10	SY	85.00	850.00
2	Sod - Argentine Bahia	100	SY	8.00	800.00
3	Compliance with Florida "Trench Safety Act"	1	LS	100.00	100.00
4	Unsuitable Material Excavation	1	CY	45.00	45.00
5	Crushed Rock or Shell Trench Subgrade Material	1	CY	60.00	60.00
6	Rock Excavation	1	CY	80.00	80.00
				BASE BID TOTAL	$268,107.00

Submitted by: Chase Rogers, Project Director
Contractor: Hinterland Group Inc.
Address: 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404
Telephone: (561) 640-3503 Fax: (561) 640-3504
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Daniel Duke III - President License No: CGC1520354 / CUC1224634

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP_21-WW-03

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. Hinterland Group Inc.

B. Permanent main office address. 2051 W. Blue Heron Blvd, Riviera Beach, FL. 33404

C. When organized. 06/26/2006

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 Work In Progress List

G. General character of work performed by your company.
Underground 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 Completed Project List

K. List your major equipment ** See attached HGI Equipment List (Owned) .

L. Experience in construction work similar in type to this project.
See attached Project List

M. Background and experience of the principal members of your organization, including the officers.
** See attached Corporate Resume

N. Credit available: $ 1.5M

O. Give bank reference: Seacoast Bank - Ashley Carroll - (561) 622-5700

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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 32 00 - ITEM F

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
	17-0238-00 - FDOT - E1Q95-R1	$ 97,800.00	$ -	$ 97,800.00	$ 7,824.00	$ -
	17-0238-00 - FDOT - E1Q95-R2	$ 97,800.00	$ -	$ 97,800.00	$ 63,570.00	$ -
	18-0257-00 - FDOT - E4T26-R0	$ 250,000.00		$ 250,000.00	$ 250,000.00	$ -
			DOT WORK	$ 445,600.00		
				(Col. 5 Subtotal)	$ 321,394.00	
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
	17-0111-02 (16-094R) - Sanitary Sewer Lining Project Wellfield System 9	$ 1,514,045.47	$ 105,983.18	$ 1,408,062.29	$ -	$ -
	17-0111-04 (16-094R) - Sanitary Sewer Lining Project Lift Station Basin 4101	$ 1,062,018.68	$ 74,341.31	$ 987,677.37	$ 419,952.13	$ 14,868.26
	17-0145-16 (WUD 16-077) - Aerial Crossing Improvements Phase 2	$ 1,819,104.20	$ 127,337.29	$ 1,691,766.91	$ 1,517,954.73	$ 106,963.33
	17-0145-17 (WUD 18-070) - PBCWUD - Water Main Replacement within Sandpiper Avenue, Medowlark Drive and Oriole Court	$ 1,762,187.08	$ 123,353.10	$ 1,638,833.98	$ 1,211,330.24	$ 84,793.12
	17-0145-19 (WUD 16-077) - Utility Relocations for Belle Glade Citywide Sidewalk Improvements	$ 641,631.75	$ 44,914.22	$ 596,717.53	$ 77,021.28	$ 27,846.82
	17-0145-21 (WUD 19-075) Utility Relocation Along Hamlin Blvd; Indian Trail Culvert Improvement Project	$ 242,699.20	$ 16,988.94	$ 225,710.26	$ 225,710.26	$ 16,988.94
	17-0145-22 (WUD 18-063) 12-Inch Force Main on Sandalfoot Boulevard	$ 238,215.60	$ 16,675.09	$ 221,540.51	$ 221,540.51	$ 16,675.09
	17-0145-23(WUD 20-011) FL Turnpike (SR91) at Atlantic Ave. Toll Facilities Conversion	$ 165,091.88	$ 11,556.43	$ 153,535.45	$ 153,535.45	$ 11,556.43
	17-0167-00 (C 17-01-10-CM) - LIFT STATIONS Nos. 114, 123, 125, 132, AND 148 REHABILITATION	$ 2,385,880.00	$ 167,011.60	$ 2,218,868.40	$ 857,665.86	$ 60,036.61
	17-0205-00 (17-065) - PBC WUD 17_065 Lift Station Rehabilitation - Project B	$ 4,221,409.50	$ 295,498.67	$ 3,925,910.84	$ 662,072.29	$ 46,345.06
	17-0216-02 - Dania Beach Lift Station #7	$ 786,350.00	$ 55,044.50	$ 731,305.50	$ 11,795.25	$ 825.67
	18-0082-00 (ITB #17-18-115/Project #20730) CWPB - Lift Station 73 Rehabilitation	$ 430,390.82	$ 30,127.36	$ 400,263.46	$ 389,475.15	$ 27,263.26
	18-0130-00 (15-096) PBCWUD - Lift Station Rehab - Project A Bid Package 2	$ 4,830,000.00	$ 338,100.00	$ 4,491,900.00	$ 2,615,009.00	$ 183,050.63
	18-0271-02 (20-012) PBC - Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation - WA #1 Gravity Main and Manhole Rehab	$ 1,225,047.61	$ 85,753.33	$ 1,139,294.28	$ 1,139,294.28	$ 85,753.33
	18-0315-00 (Y19-718) Orange County - Eastern Water Rec. Facility In-Plant Pump Station Replacement	$ 1,323,642.00	$ 92,654.94	$ 1,230,987.06	$ 447,919.46	$ 31,354.36
	18-0324-00 (15-098B) - PBCWUD Sanitary Sewer Collection System Rehabilitation Project Phase 2 (WUD 15-098B)	$ 3,113,950.00	$ 217,976.50	$ 2,895,973.50	$ 1,434,778.80	$ 100,434.52
			OTHER WORK	$ 22,550,285.04		
				(Col. 5 Subtotal)		
	PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE					
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$ 11,385,054.68	$ 814,755.43
				GRAND TOTAL	$	12,199,810.11

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Owned Equipent

Asset ID	Category	Type	Description	Status
543	VEHICLE	REEFER	2011 Kenworth T370	ACTIVE
542	VEHICLE	VAN	2007 CHEVY VAN	ACTIVE
541	VEHICLE	VAN	2011 GMC VAN	ACTIVE
540	VEHICLE	VAN	2007 Chevy van	ACTIVE
539	VEHICLE	VAN	2014 Dodge Caravan	ACTIVE
538	TRAILER	HAULER	Forest River Trailer	ACTIVE
536	PUMP	VACUUM OIL PUMP	3" Well point pump	ACTIVE
534	EQUIPMENT	ROLLER	Leeboy roller	ACTIVE
533	TRAILER	HAULER		ACTIVE
532	EQUIPMENT	COMPACTOR	COMPACTOR	ACTIVE
531	CREW EQUIPMENT	LIGHT TOWER	Light Tower	ACTIVE
530	TRAILER	HAULER	7X14 Spartan Trailer	ACTIVE
529	VEHICLE	CAR	2007 Volvo XC70	ACTIVE
528	TRAILER	CARGO	Cargo Trailer	ACTIVE
527	VEHICLE	FLAT BED	Flat bed	ACTIVE
526	TRAILER	CARGO	Cargo Trailer	ACTIVE
525	VEHICLE	VAN	TV Truck	ACTIVE
524	TRAILER	PUMP	Pump	ACTIVE
523	TRAILER	PUMP	Pump	ACTIVE
522	EQUIPMENT	PUMP	Pump	ACTIVE
521	TRAILER	PUMP	Pump	ACTIVE
520	TRAILER	PUMP	Pump	ACTIVE
519	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
518	TRAILER	MIXER	Mixer	ACTIVE
517	TRAILER	GENERATOR	Generator	ACTIVE
516	TRAILER	LOW BOY	Lowboy	ACTIVE
515	VEHICLE	VAN	van	ACTIVE
514	TRAILER	PUMP	pump	ACTIVE
513	EQUIPMENT	PUMP	diaphram pump	ACTIVE
512	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
511	TRAILER	SPRAY MATE COATING	Coating Trailer	ACTIVE
509	TRAILER	DUMP	DUMP TRAILER	ACTIVE
508	TRAILER	DUMP	DUMP TRAILER	ACTIVE

Packet Pg. 270

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

4.4.b

507	EQUIPMENT	LOADER	Loader	ACTIVE
506	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
505	TRAILER	CARGO	Cargo Trailer	ACTIVE
504	TRAILER	CARGO	Cargo Trailer	ACTIVE
503	TRAILER	CARGO	Cargo Trailer	ACTIVE
502	VEHICLE	FLAT BED		ACTIVE
501	VEHICLE	BOILER		ACTIVE
500	EQUIPMENT	ROLLER		ACTIVE
499	EQUIPMENT	ROLLER		ACTIVE
498	EQUIPMENT	COMPACTOR		ACTIVE
497	EQUIPMENT	COMPACTOR		ACTIVE
496	VEHICLE	FLAT BED		ACTIVE
495	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
494	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
493	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
492	EQUIPMENT	LOADER		ACTIVE
491	EQUIPMENT	EXCAVATOR		ACTIVE
490	EQUIPMENT	LOADER		ACTIVE
489	EQUIPMENT	EXCAVATOR		ACTIVE
488	VEHICLE	CRANE	F-550	ACTIVE
487	VEHICLE	UTILITY	F-550	ACTIVE
486	VEHICLE	CRANE	F-350	ACTIVE
485	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
484	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
482	EQUIPMENT	SKID STEER	skid steer	ACTIVE
481	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
480	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
479	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
478	TRAILER	MESSAGE BOARD	Trailer	ACTIVE
477	TRAILER	HAULER	Trailer	ACTIVE
476	TRAILER	HAULER	Trailer	ACTIVE
475	VEHICLE	REEFER	refrigerated truck	ACTIVE
474	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
473	EQUIPMENT	SKID STEER	skid steer	ACTIVE
472	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
471	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
470	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
469	EQUIPMENT	SKID STEER	skid steer	ACTIVE

468	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
467	EQUIPMENT	MIXER		ACTIVE
466	VEHICLE	VAC		ACTIVE
465	VEHICLE	CRANE		ACTIVE
464	VEHICLE	PICKUP		ACTIVE
463	VEHICLE	PICKUP		ACTIVE
462	VEHICLE	PICKUP		ACTIVE
461	VEHICLE	PICKUP		ACTIVE
460	TRAILER	CARGO		ACTIVE
459	EQUIPMENT	SKID STEER	skid steer	ACTIVE
458	EQUIPMENT	COMPACTOR	compactor	ACTIVE
457	EQUIPMENT	COMPACTOR	compactor	ACTIVE
456	VEHICLE	TRUCK	Crew Cab	ACTIVE
455	EQUIPMENT	MAN LIFT	Man Lift	ACTIVE
454	EQUIPMENT	MAN LIFT	Man lift	ACTIVE
453	TRAILER	PUMP	Electric Bypass Pump	ACTIVE
452	TRAILER	ARROW BOARD	Arrow Board	ACTIVE
451	TRAILER	ARROW BOARD		ACTIVE
450	EQUIPMENT	FORKLIFT	YALE	ACTIVE
449	EQUIPMENT	FORKLIFT	Forklift	ACTIVE
448	EQUIPMENT	LOADER	Loader	ACTIVE
447	TRAILER	CARGO	cargo	ACTIVE
446	TRAILER	CARGO	cargo	ACTIVE
445	VEHICLE	PICKUP	Pickup	ACTIVE
444	EQUIPMENT	SAW	Street Saw	ACTIVE
443	EQUIPMENT	SAW	Street saw	ACTIVE
442	EQUIPMENT	SAW	Street saw	ACTIVE
441	EQUIPMENT	SAW	Street saw	ACTIVE
440	EQUIPMENT	TRACTOR	Tractor	ACTIVE
439	EQUIPMENT	TRACTOR	Tractor	ACTIVE
438	TRAILER	PUMP	pump	ACTIVE
437	TRAILER	HAULER	Trailer	ACTIVE
436	TRAILER	HAULER	Trailer	ACTIVE
435	VEHICLE	VAN	Vehicle	ACTIVE
434	EQUIPMENT	PUMP	Pump	ACTIVE
433	EQUIPMENT	PUMP	PUMP	ACTIVE
432	EQUIPMENT	PUMP	PUMP	ACTIVE
431	EQUIPMENT	PUMP	PUMP	ACTIVE

430	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
429	EQUIPMENT	COMPRESSOR	Air compressor	ACTIVE
423	EQUIPMENT	PUMP		ACTIVE
422	TRAILER	CARGO		ACTIVE
421	TRAILER	CARGO		ACTIVE
420	EQUIPMENT	PUMP	Dewater	ACTIVE
419	TRAILER	CARGO	14' x 7'	ACTIVE
418	EQUIPMENT	COMPACTOR	Plate compactor	ACTIVE
417	EQUIPMENT	COMPACTOR	Asphalt	ACTIVE
416	EQUIPMENT	PUMP		ACTIVE
415	VEHICLE	DUMP	Tri axle	ACTIVE
414	EQUIPMENT	PUMP		ACTIVE
413	EQUIPMENT	PUMP		ACTIVE
412	TRAILER	TANKER	Tanker	ACTIVE
411	EQUIPMENT	PUMP		ACTIVE
410	EQUIPMENT	WELDER	Welder	ACTIVE
409	TRAILER	CARGO	Forest River	ACTIVE
408	EQUIPMENT	PUMP	Hydraulic Pump	ACTIVE
407	EQUIPMENT	LIFT	Scissor Lift	ACTIVE
406	EQUIPMENT	PUMP	Elec Bypass Pump	ACTIVE
405	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
404	TRAILER	DUMP	Dump Trailer	ACTIVE
403	TRAILER	CARGO	Cutter Trailer	ACTIVE
402	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
401	EQUIPMENT	BACKHOE	Backhoe	ACTIVE
400	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
399	EQUIPMENT	SPRAY	Epoxy Spray Rig	ACTIVE
398	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
397	EQUIPMENT	GENERATOR	25KW Generator	ACTIVE
396	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
395	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
390	EQUIPMENT	SURVEYING	Surveying Equipment	ACTIVE
389	EQUIPMENT	LIGHTING	Portable Light Trailer	ACTIVE
388	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
385	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
384	EQUIPMENT	EXCAVATOR	Compact Excavator	ACTIVE
383	VEHICLE	VAC	Vactor Truck	ACTIVE
382	TRAILER	LOW BOY	Low Boy	ACTIVE

380	VEHICLE	TANDEM	International Truck	ACTIVE
379	VEHICLE	BUCKET	GMC Truck	ACTIVE
378	VEHICLE	FLAT BED	GMC Truck	ACTIVE
377	VEHICLE	PICKUP	Chevy Truck	ACTIVE
376	VEHICLE	FLAT BED	GMC Truck	ACTIVE
375	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
374	EQUIPMENT	WETOUT	Wetout Assembly Equipment	ACTIVE
373	EQUIPMENT	ATTACHMENT	Telescopic Dipper	ACTIVE
372	EQUIPMENT	WETOUT	Resin Tank w/ Conveyor	ACTIVE
371	EQUIPMENT	SURVEYING	Pipe Laser	ACTIVE
370	EQUIPMENT	CIPP	Cues Truck 2	ACTIVE
369	EQUIPMENT	CIPP	Cues Truck 1	ACTIVE
368	EQUIPMENT	ATTACHMENT	Clam Shell Bucket	ACTIVE
367	EQUIPMENT	COMPUTER	CIPP Computers	ACTIVE
366	EQUIPMENT	TANKER	300 Gallon Spray Rig Attachment	ACTIVE
365	EQUIPMENT	PERSONAL	Boat Engine	ACTIVE
364	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
363	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
362	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
361	EQUIPMENT	GRADER	Volvo Motor Grader	ACTIVE
360	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
359	TRAILER	CARGO	Look Trailer	ACTIVE
358	EQUIPMENT	FORKLIFT	Toyota Forklift	ACTIVE
357	TRAILER	HAULER	Tilt Trailer	ACTIVE
356	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
355	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
354	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
353	EQUIPMENT	PUMP	Thompson High Pressure Pump	ACTIVE
352	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
351	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
350	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
349	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
348	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
347	EQUIPMENT	PUMP	Thompson 6' Trailer Mounted Pump	ACTIVE
346	EQUIPMENT	PUMP	Thompson 6' Bypass Pump	ACTIVE
344	EQUIPMENT	PUMP	Thompson 4' Mounted Pump	ACTIVE
343	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE

341	TRAILER	HAULER	Thomas Trailer	ACTIVE
340	EQUIPMENT	PUMP	Auto Dialer Pump	ACTIVE
339	EQUIPMENT	COMPRESSOR	Compressor w/ Trailer	ACTIVE
338	VEHICLE	VAC	Sterling Vac Truck	ACTIVE
337	VEHICLE	VAC	Sterling Truck	ACTIVE
336	VEHICLE	CRANE	Sterling Crane Truck	ACTIVE
335	TRAILER	CARGO	Space Coast Trailer	ACTIVE
334	EQUIPMENT	BOAT	Ever	ACTIVE
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer	ACTIVE
332	VEHICLE	FLAT BED	Crane Flatbed	ACTIVE
331	EQUIPMENT	EXCAVATOR	Walking Excavator	ACTIVE
330	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
329	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
328	TRAILER	CARGO	Lark Trailer	ACTIVE
327	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
326	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
325	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
324	EQUIPMENT	BLASTER	KMT Aqua Blaster	ACTIVE
323	VEHICLE	VAC	Kenworth Vac Truck	ACTIVE
322	VEHICLE	BOILER	Kenworth Boiler Truck	ACTIVE
321	VEHICLE	DUMP	Kenworth Dump Truck	ACTIVE
320	TRAILER	ASPHALT	Keizer Morris Trailer w/ Asphalt Hot Box	ACTIVE
319	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
318	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
317	EQUIPMENT	SKID STEER	John Deere Skid Steer	ACTIVE
316	EQUIPMENT	MOWER	John Deere Riding Mower	ACTIVE
315	EQUIPMENT	MOWER	John Deere Mower Attachment	ACTIVE
314	EQUIPMENT	EXCAVATOR	John Deere Excavator	ACTIVE
313	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
312	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
310	EQUIPMENT	EXCAVATOR	John Deere Compact Excavator	ACTIVE
308	EQUIPMENT	ATTACHMENT	John Deere Bucket	ACTIVE
307	EQUIPMENT	ROLLER	Bomag Roller	ACTIVE
306	EQUIPMENT	MOWER	John Deere Mower	ACTIVE
305	TRAILER	HAULER	Interstate Trailer	ACTIVE
304	TRAILER	HAULER	Grey Trailer	ACTIVE
303	VEHICLE	VAC	International Vac Truck	ACTIVE
302	VEHICLE	VAC	International Vac Truck	ACTIVE

301	VEHICLE	VAC	International Vac Truck	ACTIVE
300	VEHICLE	VAC	International Vac Truck	ACTIVE
298	VEHICLE	BLASTER	International Sand Blaster Truck	ACTIVE
297	VEHICLE	REEFER	International Truck	ACTIVE
296	VEHICLE	REEFER	International Truck	ACTIVE
295	VEHICLE	REEFER	International Reefer Truck	ACTIVE
292	VEHICLE	BOX	International Box Truck	ACTIVE
291	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
290	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor	ACTIVE
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor	ACTIVE
287	VEHICLE	BOX	International Chassis	ACTIVE
286	VEHICLE	UTILITY	Horton Truck Crane	ACTIVE
285	EQUIPMENT	BLASTER	Power Washer Trailer	ACTIVE
284	TRAILER	HAULER	Homemade Trailer	ACTIVE
283	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
282	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
281	TRAILER	HAULER	Hardee Built Trailer	ACTIVE
280	EQUIPMENT	PUMP	Gorman Pump	ACTIVE
279	VEHICLE	VAN	GMC Van	ACTIVE
278	VEHICLE	VAN	GMC Van	ACTIVE
277	VEHICLE	UTILITY	GMC Truck w/ Crane	ACTIVE
276	VEHICLE	FLAT BED	GMC Truck	ACTIVE
275	VEHICLE	FLAT BED	GMC Truck	ACTIVE
274	VEHICLE	PICKUP	GMC Truck	ACTIVE
272	VEHICLE	VAN	GMC Truck	ACTIVE
271	VEHICLE	UTILITY	GMC Service Truck	ACTIVE
270	VEHICLE	FLAT BED	GMC Pickup Truck	ACTIVE
269	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
268	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
264	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
262	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
260	VEHICLE	VAN	GMC Cargo Van	ACTIVE
259	EQUIPMENT	LIFT	Genie Personal Lift	ACTIVE
258	TRAILER	CARGO	FRRV Trailer	ACTIVE
257	VEHICLE	TANDEM	Freightliner	ACTIVE
256	VEHICLE	BOX	Freightliner	ACTIVE
255	VEHICLE	TANKER	Freightliner	ACTIVE

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

254	VEHICLE	TANKER	Freightliner	ACTIVE
253	VEHICLE	TANKER	Freightliner	ACTIVE
250	VEHICLE	UTILITY	Ford Truck	ACTIVE
249	VEHICLE	UTILITY	Ford Truck	ACTIVE
248	VEHICLE	PICKUP	Ford Truck	ACTIVE
245	VEHICLE	UTILITY	Ford Truck	ACTIVE
242	VEHICLE	PICKUP	Ford Pickup Truck	ACTIVE
241	VEHICLE	CAR	Ford Fusion	ACTIVE
239	VEHICLE	BOILER	Ford Tandem	ACTIVE
238	EQUIPMENT	ATTACHMENT	FFC Tree Boom	ACTIVE
237	TRAILER	OFFICE	Dutchman Trailer	ACTIVE
236	TRAILER	HAULER	Draggin Trailer	ACTIVE
235	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
234	VEHICLE	VAN	Dodge Van	ACTIVE
233	VEHICLE	UTILITY	Dodge Truck	ACTIVE
232	TRAILER	HAULER	Crosley Trailer	ACTIVE
231	TRAILER	HAULER	Crosley Trailer	ACTIVE
230	TRAILER	HAULER	Crosley Dual Axle Trailer	ACTIVE
229	TRAILER	PERSONAL	Jet Ski Trailer	ACTIVE
228	EQUIPMENT	FORKLIFT	Clark Forklift	ACTIVE
226	VEHICLE	PICKUP	Chevy Truck	ACTIVE
222	VEHICLE	FLAT BED	Chevy Pickup Truck	ACTIVE
219	TRAILER	HAULER	Center Trailer	ACTIVE
218	EQUIPMENT	EXCAVATOR	Caterpillar Mini Excavator	ACTIVE
217	EQUIPMENT	LULL	Caterpillar Forklift	ACTIVE
216	EQUIPMENT	EXCAVATOR	Caterpillar Excavator	ACTIVE
215	EQUIPMENT	EXCAVATOR	Caterpillar Excavator 328D	ACTIVE
214	EQUIPMENT	SKID STEER	Track Skid Loader	ACTIVE
213	EQUIPMENT	TERRAIN	Golf Cart	ACTIVE
211	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
210	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
209	EQUIPMENT	SKID STEER	Bobcat Skid Steer Loader	ACTIVE
208	EQUIPMENT	EXCAVATOR	Bobcat Mini Excavator	ACTIVE
207	EQUIPMENT	EXCAVATOR	Bobcat Compact Excavator	ACTIVE
206	TRAILER	HAULER	Blastoff Trailer	ACTIVE
205	TRAILER	HAULER	Better Built Trailer	ACTIVE
204	EQUIPMENT	ASPHALT	John Deere Asphalt Zipper on Trailer	ACTIVE
203	TRAILER	HAULER	Sand Blaster	ACTIVE

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 Hinterland Group Inc. this 20 day of July, 2021.

Hinterland Group Inc.
Name of Bidder

By: _____
Title
Chase Rogers, Project Director

State of Florida

County of Palm Beach

Chase Rogers being duly sworn deposes and says that

he is the Project Director of Hinterland Group INc. and that

the answers to the Hinterland Group Inc. foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 20 day of July, 20 21.

_____
Notary Public

Mayra C. Aguiar
Notary Public (Print or Type)

Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

My commission expires: 11/12/2021

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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
Coating	PCI	1) Can be provided upon award 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

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

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

REFERENCE INFORMATION

Reference #1
Project: Replacement Lift Station 21 Date: 09/2017 to 03/2018
Agency: City of Cooper City
Address: 9090 SW 50th Place, Cooper City, FL. 33328
Contact: Steve Blanchard
Telephone: (954) 434-4300 Email: SBlanchard@coopercityfl.org

Reference #2
Project: Master Pump Station Rehabilitation - Date: 05/2017 to 04/2018
Agency: City of Clewiston
Address: 115 W. Ventura Avenue, Clewiston, FL. 33440
Contact: Danny Williams
Telephone: (863)983-1484 Email: danny.williams@clewiston-fl.gov

Reference #3
Project: Waste Water Lift Station Phase A - Date: 01/2018 - Ongoing
Agency: Palm Beach County WUD
Address: 8100 Forest Hill Blvd., West Palm Beach, FL. 33413
Contact: Duane Palumbo
Telephone: (561)493-6000 Email: dpalumbo@pbcwater.com

Reference #4
Project: Rehabilitation & Improvements to Master Lift Station 01 Date: 07/2018 to 09/2018
Agency: Florida Governmental Utility Authority (FGUA)
Address: 280 Wekiva Springs Road,Longwood, FL. 32779
Contact: Dwight Perry
Telephone: (239) 543-1005 Email: Dperry@govmserv.com

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

REFERENCE INFORMATION

Reference #1

Project Name: Lift Station #15 Rehabilitation

Project Description: Rehabilitation of Lift Station #15.

Project Location: City of Dania Beach

Project Start and End Date: June 2010 to September 2010

Project Value: $184,975.00

Reference #2

Project Name: Indian Trace Development 36 Lift Station Rehabilitation

Project Description: Refurbishing/Repair/Replacement of concrete, and metal lift station components along with site related improvements for 36 Lift Stations in the City of Weston.

Project Location: City of Weston

Project Start and End Date: November 2010 to December 2011

Project Value: $890,881.07

Reference #3

Project Name: Lift Station #30 & #32 Rehabilitation

Project Description: Set up bypass pump form terminal manhole to existing pump out connection. Vactor Clean wet well, remove pump equipment and piping from existing triplex configuration. Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves.

Project Location: City of Coral Springs

Project Start and End Date: April 2012 to October 2012

Project Value: $97,710.00

Reference #4

Project Name: Lift Station Rehabilitation Phase II

Project Description: Refurbishing/Repair/Replacement of concrete, and metal lift station components along with site related improvements for 32 Lift Stations, Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20

Project Location: City of Weston

Project Start and End Date: September 2012 to March 2013

Project Value: $1,127,059.28

Reference #5

Project Name: 2014 Rehabilitation of Lift Stations

Project Description: Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into Duplex Submersible Lift Stations.

Project Location: City of Deerfield Beach

Project Start and End Date: November 2014 to April 2015

Project Value: $444,240.00

Reference #6

Project Name: Lift Station #107 Rehabilitation

Project Description: Convert the City of Sunrise Existing Lift Station #107 from a package wet pit/dry configuration to a Submersible Pump configuration.

Project Location: City of Sunrise

Project Start and End Date: February 2016 to June 2016

Project Value: $494,176.66.00

Reference #7

Project Name: Rehabilitation of Lift Stations 2016

Project Description: Rehabilitation of Lift Stations Converting Lift Stations from Dry Can into Duplex Submersible Lift Stations. (4 Lift Stations)

Project Location: City of Deerfield Beach

Project Start and End Date: Sept 2016 to May 2017

Project Value: $376,798.00

Reference #8

Project Name: Lift Station #12 Rehabilitation

Project Description: Complete Rehabilitation of LS #12.

Project Location: Town of Davie

Project Start and End Date: January 2017 to July 2017

Project Value: $293,454.00

Reference #9

Project Name: Sewer Lift Station #22 Rehabilitation

Project Description: Conversion of S+C Station to Submersible Lift Station. Lift Station 84 Rehabilitation.

Project Location: City of Cooper City

Project Start and End Date: April 2017 to February 2018

Project Value: $59,580.00

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Reference #10

Project Name: Rehabilitation of Lift Stations 2018

Project Description: Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into Duplex Submersible Lift Stations.

Project Location: City of Deerfield Beach

Project Start and End Date: April 2017 to August 2018

Project Value: $376,798.00

Reference #11

Project Name: Lift Station #10 Top and Riser

Project Description:. Install Concrete Top Slab and Riser

Project Location: City of Cooper City

Project Start and End Date: August 2017 to October 2017

Project Value: $14,300.00

Reference #12

Project Name: Lift Station #9 Rehabilitation

Project Description: Rehabilitation of existing Lift Station #9. Existing suction lift pumps and motors were to be replaced with the same size equipment. Existing control panel was replaced and relocated above ground.

Project Location: Town of Davie

Project Start and End Date: October 2017 to April 2018

Project Value: $198,000.00

Reference #13

Project Name: Rehabilitation of Lift Stations 2017

Project Description: Rehabilitation of Lift Stations #38, #43, #48 and #49. The Rehabilitation of Lift Stations is required for converting Lift Stations from "dry can" Lift Stations into duplex submersible Lift Stations. This project shall rehabilitate the old and deteriorated Lift Stations with new Lift Stations including pumps and parts.

Project Location: City of Deerfield Beach

Project Start and End Date: December 2017 to March 2018

Project Value: $391,710.00

Reference #14

Project Name: Replacement of Lift Station #21

Project Description: Installation of new 10' Diameter Wetwell via tremor method.

Project Location: City of Cooper City

Project Start and End Date: December 2017 to March 2018

Project Value: $531,643.60

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Reference #15

Project Name: Lift Station #17 Rehabilitation

Project Description: Rehabilitation of Lift Station #17.

Project Location: City of Miramar

Project Start and End Date: March 2018 to July 2018

Project Value: $48,987.00

Reference #16

Project Name: Lift Station #139 Minor Rehabilitation

Project Description: Lift Station #139 Minor Rehabilitation.

Project Location: City of Sunrise

Project Start and End Date: April 2018 to May 2018

Project Value: $41,200.00

Reference #17

Project Name: Lift Station #7 Rehabilitation

Project Description: Rehabilitation of existing Lift Station #9. Existing suction lift pumps and motors were to be replaced with the same size equipment. Existing control panel was replaced and relocated above ground.

Project Location: City of Dania Beach

Project Start and End Date: May 2018 to October 2018

Project Value: $6,797,500.00 (Construction Contract for Services with City of Dania Beach)

Reference #18

Project Name: Lift Station #10 Rehabilitation

Project Description: Rehabilitation of Lift Station #10. Dry Can Conversion

Project Location: City of Cooper City

Project Start and End Date: November 2018 to January 2019

Project Value: $102,022.50

Reference #19

Project Name: Lift Station #4 Minor Rehabilitation

Project Description: Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electrical equipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connection, and making other improvements.

Project Location: City of Sunrise

Project Start and End Date: January 2019 to February 2019

Project Value: $89,947.20

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Reference #20

Project Name: Lift Station #83 Rehabilitation

Project Description: Lift Station Rehabilitation for Lift Station #83, is required to remove the existing leaking wetwell liner, repair leaks and coat well.

Project Location: City of Miramar

Project Start and End Date: April 2019 to May 2019

Project Value: $52,862.00

Reference #21

Project Name: Replacement of Pump Station D-38

Project Description: Furnishing of all labor, materials, equipment, services, and incidentals for the additions and modifications of the submersible Pump Station D-38

Project Location: City of Ft. Lauderdale

Project Start and End Date: September 2019 to Present

Project Value: $662,960.00

Reference #22

Project Name: Lift Station #48 Rehabilitation

Project Description: Rehabilitation of Lift Station #48

Project Location: City of Miramar

Project Start and End Date: March 2020 to June 2020

Project Value: $64,710.00

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hinterland Group Inc. as Principal and Hartford Accident and Indemnity Company of the City of Hartford State of Connecticut, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Bid Amount Dollars ($ 5% of Bid Amount) 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:

LIFT STATION #5 REHABILITATION

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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 15th day of July, 20 21 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

Hinterland Group Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404
Address

Daniel Duke III, President
Corporate Principal

ATTEST:

_____

President AFFIX CORPORATE SEAL

Hinterland Group, Inc. CORPORATE SEAL June 26, 2006 FLORIDA

Hartford Accident and Indemnity Company

One Hartford Plaza, Hartford, CT 06155
Address

By Jennie Lanman
AFFIX CORPORATE SEAL

Jennie N. Lanman
Corporate Surety

ATTEST:

Ariel Rosario, Licensed 4-40 Agent/Witness

Attorney-In-Fact
Title

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HALCYON UNDERWRITERS
Agency Code: 21-224119

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of $15,000,000:***

Jennie N. Lanman
of
Maitland, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 15th, 2021.

Signed and sealed at the City of Hartford.

Kevin Heckm

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. 21-WW-03 for City of Holly Hill.

This sworn statement is submitted by Hinterland Group Inc. whose business address is 2051 W. Blue Heron Blvd, Riviera Beach, FL. 33404 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5156844. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

My name is Chase Rogers any my relationship to the entity named above is Project Director.

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

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

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

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

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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

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

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

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

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

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

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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

(Signature)_____ Date: 07/20/2021

State of Florida County of Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Chase Rogers who, after first being sworn by me, affixed his/her signature in the space provided above on this 20 day of July, 2021

Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

Notary Public Mayra C. Aguiar

My Commission Expires: 11/12/2021

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Hinterland Group Inc.

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

TITLE: Chase Rogers, Project Director

ADDRESS: 2051 W. Blue Heron Blvd.

CITY AND STATE: Riviera Beach, FL. 33404

TELEPHONE: (561) 640-3503

COMPLETION TIME: 180 days

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

NO BID (REASON) N/A

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Hinterland Group Inc.

_____
VENDOR'S SIGNATURE

Chase Rogers, Project Director

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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:

Trench Safety Item (Description)	Cost
Benching	$100.00

One Hundred dollars and 00/100
(Cost in Words)

TOTAL $ $100.00

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

COMPANY NAME: Hinterland Group Inc.

DATE: 7/20/2021 BY: _____
Chase Rogers, Project Director

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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Locations: Palm Beach – Cocoa – Stuart

COMPANY QUALIFICATION & CERTIFICATION PACKAGE

WWW.HINTERLANDGROUP.COM

CORPORATE OFFICE:

2051 W Blue Heron Blvd, Riviera Beach, FL 33404
561-640-3403 PH
561-640-3504 FX

INFO@HINTERLANDGROUP.COM

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

COMPANY QUALIFICATION & CERTIFICATION PACKAGE

COVER PAGE

Corporate Resume ---------- Page 3

Minutes of Special Meeting ---------- Page 4

Department of State Letter of Incorporation ---------- Page 5

Sunbiz Information ---------- Page 6

Insurance Information ---------- Page 8

Bondability Letter ---------- Page 9

State Licenses ---------- Page 10

Business Tax Receipt ---------- Page 13

FDOT Certificate of Qualification ---------- Page 25

Reference Letters ---------- Page 27

Pre-Qualified Vendor ---------- Page 32

Owned Equipment ---------- Page 34

Prior Experience ---------- Page 42

CIPP Roster ---------- Page 57

Installed Liner Quantities ---------- Page 58

CIPP Prior Experience ---------- Page 60

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME

DANIEL A. DUKE, III

President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

DANIEL A. DUKE, JR.

Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

JAY B. BREIG

Project Manager/Operations

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME (CONT.)

CHASE R. ROGERS, E.I.

Estimating Manager, Engineer

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

MIKE CARTER

Electrical Project Manager

Mike has over 28 years in all aspects of the electrical industry including; commercial, residential, service, maintenance, generator installation and servicing and Industrial including water and waster water treatment plants. Mike is a Master Electrician and a Journeymen. His is responsible for overseeing all electrical projects, the estimating of electrical projects, and assisting project managers. Mike joined the HGI team in 2018.

BRETT KONCHAK

CIPP Project Manager

Brett has over 5 years in direct development of multiple land use projects in Florida, including various gravity and force main CIPP sanitary and storm sewer installations. He provides direct daily supervision of CIPP project scheduling, superintendents and skilled labor. Brett joined the HGI team in February 2015.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

DANIEL A. DUKE III

President/Founder

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County
Project Location: Orlando, FL
Project Value: $1,323,642.00
Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach
Project Location: North Palm Beach, FL
Project Value: $346,680.00
Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County
Project Location: Belle Glade, FL
Project Value: $792,003.00
Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CHASE R. ROGERS, E.I.

Estimating Manager/Project Director

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach
Project Value: $528, 587.00
Project Location: West Palm Beach, FL
Role: On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County
Project Value: $653,400.00
Project Location: Naples, FL
Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority
Project Value: $2,313,374.00
Project Location: Cudjoe Key, FL
Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

JAY B. BREIG

Construction Operations Manager

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
jbreig@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

QUALIFICATIONS

- OSHA Confined Space Training
- Advanced MOT Certification
- Crane and Rigging Certification

PROJECT RELATED BACKGROUND

CITY OF WESTON INDIAN TRACE LIFT STATION REHABILITATION

Project Owner: The City of Weston
Project Location: The City of Weston, FL
Project Value: $689,531.00
Role: Project Manager

This project consisted of the refurbishing, repair, and, replacement of concrete, and metal lift station components along with site related improvements for over 30 Lift Stations in the City of Weston, Florida.

PALM BEACH COUNTY WATER UTILITIES DISTRICT ZONE 1 WATERMAIN IMPROVEMENTS

Project Owner: Palm Beach County WUD
Project Location: Belle Glades, FL
Project Value: $1,121,551.20
Role: Project Manager

Improvement and replacement of approximately 2,500 LF of WM and relocation of services from the rear to front of homes.

CLIFF CREEK STORMWATER QUALITY RETROFIT

Project Owner: City of Melbourne
Project Location: City of Melbourne, FL
Project Value: $715,290.00
Role: Project Manager

The largest baffle box East of the Mississippi for the City of Melbourne, Fl. As part of the "Cleaning Our Lagoon Program." The project included installing a 24' x 30' x 12' deep baffle box structure, 7" x 5" box culvert, corresponding endwalls and canal revetment.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd. Riviera Beach, FL 33404 on this 26th day of August, 2019

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated 8/26/19

Daniel Duke III – President

Hinterland Group Inc.

HINTERLAND GROUP INC. CORPORATE SEAL FLORIDA

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8/26/19, by Daniel Duke III

Emily Meng

Notary Public

Printed Name: Emily Meng

My Commission Expires: 07/19/2022

EMILY MENG
State of Florida-Notary Public
Commission # GG 240228
My Commission Expires
July 19, 2022

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd. Riviera Beach, FL 33404• Ph 561-640-3503 • Fax 561-640-3504

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

State of Florida
Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

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 March 2, 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 Third day of March, 2020

Secretary of State

Tracking Number: 4322292258CU

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

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

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number	P06000086423
FEI/EIN Number	20-5156844
Date Filed	06/26/2006
State	FL
Status	ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Report Year	Filed Date
2019	02/01/2019
2019	02/13/2019
2020	03/02/2020

Document Images

03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

E-Verify

Welcome
Brenda Barrivaldi

MENU

Company Information

Company Name
Hinterland Group, Inc.

Company ID Number
1579646

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
2051 W Blue Heron Blvd

Address 2
--

City
Riviera Beach

State
FL

Zip Code
33404

County
PALM BEACH

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

--

Additional Information

Employer Identification Number
205156844

Total Number of Employees
100 to 499

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 08/24/2020 08:24 AM

U.S. Department of Homeland Security

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2021

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

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

PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Casualty Company of Amer	25674
INSURER C : American Guarantee & Liability Insurance Co.	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] X XCU Coverage Included X Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	x	x	GLO 4956332-01	01/31/2021	01/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	x	x	BAP 4956334-01	01/31/2021	01/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			ZUP81N2525921	01/31/2021	01/31/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	WC 4956333-01	01/31/2021	01/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			CPP667426001	01/31/2021	01/31/2022	Installation Floater Rented/Leased Equi	$2,000,000 $500,000

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Certificate Holder is as an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. Coverage is primary/noncontributory when required by written contract agreement.

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY

,

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Jennie Lanman <JNL>

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Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

THE HARTFORD

Orlando Regional Bond Department

May 29, 2020

RE: Hinterland Group, Inc.

To Whom It May Concern:

The Hartford, through its operating entities, will favorably consider surety bonds to Hinterland Group, Inc. for projects up to $20,000,000 single and $100,000,000 aggregate. Our experience with Hinterland Group, Inc. has been excellent, and we highly recommend them to you.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Hinterland Group, Inc. and Hartford Accident and Indemnity Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Hartford Accident and Indemnity Company is licensed and qualified to operate in the State of Florida and listed with the U.S. Department of Treasury Federal Register with an underwriting limitation of $195,865,000, and has an AM Best Rating of A+.

This letter will expire on April 30, 2021.

Very Truly Yours,

Timothy M. Holicky
The Hartford

The Hartford
200 Colonial Center Pkwy, Suite 500
Lake Mary, FL 32746
orlandobond@thehartford.com
(407) 562-3491

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

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.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2022

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B20.531621 - 07/14/20	$99.00	B40171103

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

8
6 - 2446

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

LBTR Number: 2018108321
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B20.531569 - 07/14/20	$99.00	B40156237

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

8
6 - 2445

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

LBTR Number: 2015082364
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	DUKE DANIEL AMOS III	CUC1224634	B20.531393 - 07/14/20	$27.50	B40140406

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

8
6 - 2443

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

LBTR Number: 201139576
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

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BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

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AT YOUR PLACE OF BUSINESS

VOID

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

VOID VOID VOID VOID

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

VOID VOID VOID VOID

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
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HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
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VOID VOID VOID VOID

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

VOID VOID VOID VOID

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

VOID VOID VOID VOID

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
KEVIN J. THIBAULT, P.E.
SECRETARY

June 8, 2021

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due **4/30/2022**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS 8220 Gravity Sewer Pipe	To install specialized 18" liner to fit the existing 20" casting prior to replacing the existing 8" gravity sewer main	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 99,715.53	Mar-18	Aug-18
Wellfield System 9	Rehabilitation of gravity sewer line segments in lift station networks and various terminal manhole to wet well segments, includes inspections and applicable required rehab	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,880,369.37	May-18	May-19
Lift Station 244 Gravity Sewer Rehab Project	rehabilitation of gravity sewer line segments in the following lift station networks	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 30,088.75	Sep-18	Feb-19
LS4101	Construction services including rehabilitation fo gravity sewer lining inside lift station network; lift station 244	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,062,018.68	Feb-19	Feb-20
Mangole and Gravity Sewer Pipe Repair in Front of 6185 Winding Brooke Way, Delray Beach	Approval of utility work authorized under Work Directive Number 1 to front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site Wastewater Lines and Manhole Rehabilitation issued on May 21, 2019 to furnish and install all materials necessary to repair/rehabilitate an existing manhole and 8" gravity pipe in front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site restoration in accordance with the governing regulations.	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 83,082.53	Aug-19	Sep-19
MLK Blvd Water and Force Main Replacement	Replacing water and force main piping under Dr Martin Luther King Jr Blvd using directional drilling methods and tying back in to the existing mains on either side of the road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 324,736.43	Aug-17	Nov-17
Colony Water Main Extension South	Installation of approximately 760 LF of 8" water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 113,277.28	Apr-17	Jun-17
Gator Blvd Water Main	Furnish and install all materials for a 12" water main extension on Gator Blvd from E Sugarhouse Rd. to Duda Rd.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 792,003.03	Nov-17	Apr-18
Emergency Repair at E 1st Street	Emergency repair of 6' water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 88,720.93	Jul-17	Feb-17
Military Trail Appaloosa St. to Wadita-Ka Way Water Main Replacement	furnish and install all materials necessary to complete the 8in Water Main Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 108,234.78	Sep-17	Mar-18
Priority Aerial Canal Crossing	(4) aerial canal crossing to be rehabilitated include: Two (2) crossings, 12-inch water main and 20-inch wastewater force main at Lake Worth Drainage District (LWDD) L14 Canal and Ohio Road, two (2) crossings, 8-inch water main and 10-inch wastewater force main at LWDD L-10 Canal and Sherwood Forest Boulevard, two (2) crossings at LWDD L14 Canal and Military Trail, and one (1) crossing at LWDD L2 Canal and Bridgeman Drive	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 765,220.20	Jan-18	May-18
Belle Glade Water Svs Zone 1	Installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater force mains, reclaimed water mains and all associated appurtenances.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,389,257.38	Feb-18	Apr-19
Water Main Improvements Site 8 - North Congress Ave and L2 Canal	Installation of approximately 140' of DIP water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 54,503.10	Aug-17	Nov-17
Pahokee PBC Airport & PEEHokey	Furnish and install all materials necessary to complete the FH Replacement at Pahokee PCB Airport & PEE Hokey Dr FH Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 88,716.40	Dec-17	May-18
Lift Station #8105	Force Main Improvements to Lift Station 8105 Project (Project) which includes but is not limited to furnish material, labor supervision, equipment, supplies, fees, expertise, and services necessary to fully complete work in accordance with the Construction Documents and governing regulations. This work includes constructing approximately 350-linear feet of 6-inch poly vinyl chloride (PVC) force main from lift station 8105 by heading east through the City of Belle Glades Right of Way (ROW), north to Avenue L through an existing easement, and west to a proposed man hole.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 143,976.17	Mar-18	Aug-18
CD01- Water Main Improvements Zones 2,3 & 4	The construction scope of services as described herein; which includes approximately 5,500 LF of new C-900 and DIP water main in varying sizes from 4" to 12" with values, associated appurtenances and site restoration.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,264,998.80	Jan-19	Aug-19
Water Main Stubouts and Fire Hydrant Installations along 60th Pl N (10th Ave to 180th Ave N.)	Installation of various stub outs and fire hydrants on the water main along a maintenance road on the north side of M Canal, 61st St. N, 60th Pl N and 180th Ave N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 401,253.98	Oct-19	
Installation of Water Services Along 60th PL N and 61st St N	Installation of two stub outs with fire hydrants and water services along 60th PL N and 61st St N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 43,130.30	Aug-19	Sep-19
Fire Hydrant Relocation on Chickasaw Rd	Furnish and installation of new fire hydrant and appurtenances includes but not limited to piping valves and site restoration on Chickasaw Road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 33,885.03	May-19	Jun-19
Barfield Highway from Pelican River to East 7th St. Pahokee; Water Main Replacement	Installation of approximately 1,300 linear feet of 8-inch water main via directional drill and open cut method, seven (7) water services and miscellaneous stub outs and connections along East 7th St in Pahokee.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 262,482.02	Oct-19	Apr-20
Priority Aerial Canal Crossing, Phase 2	Improvements to aerial crossings at eight (8) locations throughout Palm Beach County. Improvements at seven locations will include removal and replacement of water main and force main piping of various sizes pipe cap restoration, air release valves, fan guards, canal bank revetment and rip rap installation. One location will receive a new complete aerial crossing with new piling and pile caps.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,819,104.20	Oct-18	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Water Main Replacement within Sandpiper Avenue, Meadowlark Drive and Oriole Court	Construction services including but not limited to replacement of approximately 7,600 linear feet of existing 6-inch and 8-inch water main along Sandpiper Avenue, Meadowlark Drive and Oriole Court (Royal Palm Beach); replacement of approximately 169 water services; installation of new fire hydrants and improvement of fire protection, as well as site restoration	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,754,414.58	Jan-20	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services including but not limited to relocation of approximately 360 linear feet of existing 4-inch and 6-inch water main along NE 1st St. and NW 2nd St. in Belle Glade; relocation of approximately 10 water services in conflict with the sidewalk improvements project proposed by the City of Belle Glade	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 160,937.95	Aug-19	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services for the installation of water main, water services and water meters. Service also includes new water service pipe to connect to the existing water meter, the replacement of sewer later piping, and the relocation of existing water main ranging in size from 2-inch to 6-inch	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 625,761.75	Oct-19	
Loxahatchee Groves Park Lit Station and Force Main	The installation of approximately 170 liner feet of 4-inch force main via directional drill under the west-bound lanes of Southern Blvd (SR 80), west of F Road. The FDOT is working on the widening of Southern Blvd and the pipe installation within the road ROW must be finished before the road widening can be completed. The installation of the force main pipe is necessary for the connection to the existing building in the Loxahatchee Groves Park. The work also includes the connection to an existing 6-inch force main under the median.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,824.55	Oct-19	
Utility Relocations along Hamlin Blvd; Indian Trail Culvert Improvements	The deflection of an existing 12-inch water main and an 8-inch force main in conflict with a new 36" culvert at 4 (4) different Locations along Hamlin Blvd. Indian Trail Improvements District is upsizing and lowering the existing canal culverts & lowering prior the culvert installation in order to avoid a utility conflict with the District project.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 242,699.20	NTP Pending	
12-inch Force Main on Sandalfood Blvd	Installation of approximately 1,000 linear feet of 12-inch force main along the north side of Sandalfoot, from LWDD Canal E-1 to east of SW 66th Ave, Boca Raton. The new force main will parallel and existing 8-inch force main is over capacity, especially in wet weather connecting an existing force on the east side of LWDD Canal E-1 canal crossing and force main north of Lift Station #0981	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 238,215.60	NTP Pending	
Florida Turnpike (SR91) at Atlantic Ave. Toll Facility Conversion	The removal of approximately 600 LF of existing 4-inch sanitary forcee main, 400 LF of 6-inch Ductile Iron Pipe (DIP) water main, and 500 linear feet of 8-inch water main. The removal of two (2) fire hydrants, one (1) 1-1/2 inch water meter and two (2) back flow preventers. The relocation of one (1) fire hydrant	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 165,091.88	NTP Pending	
System II/III Generator	Remove and replace Plant's existing 750 KW rated Detroit Diesel engine generator set No. 2 currently being utilized in a standby paralleling generator system at the Plant operating in parallel with an existing Caterpillar manufactured 750 KW standby power rated engine generator set. Remove and replace the Plant's existing ASCO generator synchronizing and paralleling control switchboard with a new two (2) generator synchronizing and paralleling control switchgear system that shall be control designed to operate each generator set independently of each other and to also be able to automatically start, synchronize and parallel both the new and the existing 750 KW diesel engine generator sets upon start initiation of an automatic sequence for both automatic and manual use for the transfer of electrical power to the connected Facility loads, including all related systems and accessories for a complete working installation in place. Test and demonstrate all equipment performs properly	Town of Davie	Don Bayler	(954) 327-3741	don_bayler@davie-fl.gov	6591 Orange Drive, Davie, Florida, 33314	$ 1,011,686.85	Apr-18	Jul-19
Lift Station No. 83 Lift Station Improvements & LS #10 Electrical Improvements	Bypass of all flow to wet well, inspection of pipeline and cleaning to determine if line able, replacement of 16" piping if it cannot be lined	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 291,070.00	Feb-16	Jul-16
Lift Station 73 Palm Beach Lakes Blvd 8" Force Main Rehab	Bypass of all flow during sanitary sewer pipe repair, cleaning/lining of approximately 460 LF of 8" Sanitary Force Main Sewer Piping w/ Connections; restoration of roadway, curb and sod	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 125,678.00	Feb-16	Jul-16
Lift Station #5 Rehab	install concrete coating on interior wall surfaces and overhead slabs exposed to wastewater	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 270,342.00	Jan-18	On Going
Dry Can Ladder Rehabilitation/Replacement	Removal and replacement of the dry can ladders, up to 20 feet in height, at four dry can stations throughout the city. Installation of anti slip ladder rung covers at eight dry can lift stations to prevent slipping and injury on existing ladders which cannot be replaced.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 27,190.00	Aug-17	Jan-18
Lift Station 5 Rehabilitation and risers	Add 8' HDPE Risers (3) with new pump base to 14' HDPE/DIP Flange adapters	City of West Palm Beach	Jay Kwag	(561) 822-2100	Ebonelli@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 22,251.00	Sep-17	Jan-18
WO#7 - Lift Station 24 Rehab	Rehab of LS# 24 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 77,461.00	Nov-17	Mar-18
Lift Station 91 Rehabilitation	Rehab of LS# 91 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 47,295.00	Feb-18	Jun-18
Storm Pump Station - WPBPD	Replacement of 3 pumps in existing pump station	City of West Palm Beach	Joe Thompson	(561) 822-2100	jthompson@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 62,283.00	Aug-18	On Going
WO #10 - LS 98 Rehab	Rehab of LS# 98 from the base plates through the FM connection, including a new true 3 valve bypass setup and wet well and valve vault coating	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 63,444.00	May-18	Sep-18

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS Nos. 114-123-125-132-148	Lift Stations Rehabilitations Nos. 114,123,125,132, AND 148 Rehabilitation of lift 5 lift stations. cleaned and lined, new fillets will be installed, a new lid and hatch will be installed, and two new submersible pumps will be installed in each of the wet wells, along with new electrical and instrumentation panels and equipment. The pump discharge will be piped to a new valve and bypass vault and connected to the existing sanitary sewer force main. Additionally, new fences and other surface improvements will be provided at all lift stations	City of Sunrise	Jimsheng Huo	(954) 888-6049	jhuo@sunrisefl.gov	1560 Sawgrass Corporate Parkway, Ste 240, Sunrise, FL 33323	$ 2,385,880.00	Aug-18	On Going
Lift Station Rehabilitation A	Lift Station Rehabilitation; install the polyvinyl chloride (PVC) sewer pipe and fittings install, complete and ready for operation a duplex (or quadraplex) pumping station, including pumps, base elbows, guide rails and lifting cables, control panels and appurtenances	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 5,051,500.00	Jan-18	On Going
Generator Replacement	Generator Replacement for Marigold, East brook, Winterpark Estates, Indian Hills And Monterey	South Seminole & North Orange County Wastewater Transmission Authority	Stefano Cerliana	(407) 628-3419	sceriana@reisseng.com	410 Lake Howell Rd. Maitland, FL 32751	$ 1,365,900.00	Aug-17	Sep-17
915 NE 3rd Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 361,515.00	Feb-18	Jun-18
3318 SE 6th Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 255,889.00	Nov-17	Mar-18
NE 30th & Coral Shores Drive	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 92,640.00	Jan-18	Feb-18
NW 21st Avenue - CCTV 54 inch	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 54,102.50	Apr-18	May-18
Birch Road TO#5	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 58,504.00	Jun-18	Jun-18
NE 9th Ave Drainage	Installation of new storm drainage system.	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 210,640.00	May-18	On Going
Stormwater Improvements at 908 Guava Isle (Q332093)	Removal and replacement of two catch basins, pipe replacement and pipe lining at 908 Guava Isla in order to alleviate flooding in the area. Construction to be completed 7 weeks after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 95,750.00	Jul-19	Mar-19
18 Compass Lane Stormwater Improvements	Removal and Replacement of and existing catch basin, replacement of approximately 42 LF of 12-inch RCP, CCTV of the full 12-inch RCP line, and all restoration. Construction to be completed 120 days after NTP	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 27,926.00	Feb-19	Jun-19
Stormwater Improvements - 3200 NE 29 Street	Removal and replacement of a catch basin, 35 LF of 12-inch pipe, rehabilitation of an existing structure, CCTV lining of outfall and installation of wastop check valve construction is to be completed 90 days after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 61,142.00	Apr-19	Jun-19
Stormwater Drainage Improvements Employee Parking at Fleet SW 2 Ct, Ft Lauderdale, FL	Remove and Replace 15" pipe between Inlet #3 and MH #2, remove tree and root ball and remove and Replace 10 LF of 15" pipe between Inlet #1 and Inlet #2. Work to be complete within 90 days of issuance of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 19,655.00	Apr-19	Jul-19
Stormwater Improvements for 11906 NE 33 Avenue and NE 34th Street	Removal and replacement of one existing drainage inlet and 22 LF of existing 18-inch reinforced concrete pipe. Work Completed within 90 days after NTP	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 23,405.00	Aug-19	
630 Isle of Palms Stormwater Operations Project	Removal of existing 12-inch drainage pipe and replacement with new solid 12-inch ADS drainage pipe, 2-45-inch bends and connection to existing pipe and box, and al restoration. Work to be completed within 90 days of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 13,340.00	Aug-19	
SW 21st Terrace Drainage Improvements	Regular Excavation and grading to form swale along NW 21st Terrace. Installation of 8 drainage catch basins and 15" RCP to connect the boxes. All roadway removal and restoration included. Construction will be complete within 120 days of NTP	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 227,990.00	Oct-19	
Hector Park Stormwater Improvement Project	Installation of new drainage structures and exfiltration trench to reduce nuisance flooding in and around Hector Park in the Rio Vista Neighborhood. The works is to be completed within 210 days of NTP	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 536,240.00	Oct-19	
Parking Lot Storm Drain Cleanout Phase 1	Cleaning, desilting and CCTV of the existing Storm Drainage Pipe. Construction will be completed within 30 days of NTP	City of Fort Lauderdale	Shiau Ching Low	(954) 828-3779		100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 2,400.00	Sep-19	
NE 31st Avenue Stormwater Improvements	Installation of new catch basins and tidal valves on NE 31st Ave and NE 20th Ct.	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 1,125,000.00	Nov-19	
11906 - 1405 SW 9th Avenue Drainage Improvements	CCTV and Cleaning of Existing outfall pipe to determine condition of pipe. Remove and replace pipe as required and then line the entire run of pipe. Includes tree, fence and other miscellaneous landscape removal and replacement.	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 1,625,000.00	NTP Pending	
E5U37 - Drainage Repair	Desilting of pipes, providing color video before and after improvements, sealing joints with internal joint seals and lining storm drains on various State Roads	Orange & Seminole	Eric Plantier	(407) 482-7847		N Franklin Street Suite 1400, Tampa, FL 33602	$ 306,580.00	Nov-17	Jan-17
PBC Lift Station Cleaning	Cleaning and disposal of 250 lift stations per year; cleaned twice per year for 500 cleanings per year	Palm Beach County	Marva Brown	(561) 616-6800	mbrown@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 259,400.00	Nov-17	Nov-18
Meadow Croft CIPP	Sanitary Sewer Main lining of 642 LF of 10" CIPP	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 20,544.00	Mar-18	Apr-18
WO #14 537 Toccoa Road 16" & 24"	Remove and replace existing 36 LF of 16" and 80 LF of 24" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL	$ 26,045.81	Oct-17	Nov-17

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO # 15 726 Connestee Road	Remove and replace existing 36 LF of 16" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade. Asphalt by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 27,123.48	Dec-17	Jan-18
WO #23 Military Trail S of Lantana Road Kokomo Dr.	Drainage improvements and installation per project scope and drawling's	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,138.09	Nov-17	Aug-17
WO #24 Military Trail/Southbound at Kokomo - South	Remove and Replace approximately 30 LF of CMP with RCP across residential roadway.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 57,599.73	Dec-17	Apr-18
WO #25 Center St/200' East of Loxahatchee River Road CIPP	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 41,838.00	Dec-17	Apr-18
WO #26 Center Street West of N Hepburn Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 53,198.00	Nov-17	May-18
WO #27 Brian Way N of Saxon Blvd	Remove and Replace approximately 100 LF of CMP with 30" ADS across the roadway. Total road closure needed. Final restoration by others. No canal grading or reshaping included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 69,300.00	Nov-17	Jan-18
WO #28 1069 Edgehill Road	Remove and replace approximately 40 LF Approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,700.00	Apr-18	Jun-18
WO #29 Flamango Lake Dr/Flamango Ct. E and Flamango Ct. W	Remove and replace approximately 240 LF approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 97,300.00	Jan-18	May-18
WO #30 Limestone Creek Road and Palm Garden St.	Perform rehabilitation to designated storm drain junction box and asphalt patch.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 30,825.00	Apr-18	May-18
WO #31 Military Trail and 61st St	Perform necessary repairs to existing abandoned storm line and/or pipe crossing	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 46,600.00	Feb-18	Jun-18
WO #32 Lawrence Rd at LWDD L-17 Canal	Drainage Improvements and Headwall Installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 579,835.19	Jun-18	Oct-18
WO#33 3261 Atlantic Rd	Drainage improvements installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 48,300.00	Apr-18	Jun-18
19598 Trails End Ter	Remove and Replace approximately 300 LF approx. of CMP with 18"ADS at two different locations	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 72,900.00	May-18	Jun-18
WO#35 19506 Trails End Terr (#2)	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,950.00	May-18	Jun-18
WO#36 19582 Trails End Terr (#3)	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,950.00	May-18	Jun-18
WO#37 19637 ReD Maple Rd (#5)	Remove and Replace approximately 220 LF approx. of CMP with 24"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,300.00	On Hold	On Hold
WO#39 19650 Red Maple Rd	Remove and Replace approximately 220 LF approx. of CMP with 24"ADS per scope. Limits of	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 22,975.00	May-18	Oct-18
WO #40 Loxahatchee River Road Storm Pipe Repalcement - Phase 1	Drainage Improvements Installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 216 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 79,950.00	Mar-19	Jun-19
WO #41 Loxahatchee River Road Storm Pipe Repalcement - Phase 2	Drainage improvements installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 305 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 94,800.00	Mar-19	Jun-19
WO #43 6126 Woodlake Rd - Drainage Repairs	Remove and Replace approximately 40 LF approx. of CMP with 18"ADS, remove and replace approx.. 13'x13' concrete driveway and restoration of area.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 40,500.00	May-18	Nov-18
WO #44 6633 Woodlake Rd	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS, 1 new concrete structure	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 47,500.00	Sep-18	Oct-18
WO #45 Lawrence Rd @ Hypoluxo Road Drainage Improvements 66" and 24"	Drainage improvements at Hypoluxo Rd and Lawrence Rd SW corner.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 396,200.00	Aug-18	Mar-19
WO #46 Lawrence Rd at Santaluces School	Drainage improvements. Restoration by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 78,500.00	Aug-18	Nov-18
WO #47 Indiantown Road - East of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 44,350.00	Aug-18	Nov-18
WO #48 Indiantown Road - West of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 76,380.00	Aug-18	Nov-18
WO #49 6528 Woodlake Rd	Remove and Replace approximately 40 LF approx. of CMP with 18"ADS per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 33,650.00	Aug-18	Nov-18

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO #50 6662 Lawrence Wood Ct. - Drainage Repair	Replace 2 pipes - south 24-inch and west 12-inch pipe, brick up top 7"-8" and cut out 30'x30' asphalt repair	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 57,525.00	Oct-18	Jan-19
WO #51 East Side of 4322 Diamond Rd - Mediterranean	Remove and Replace approximately 40 LF approx. of CMP with 24"ADS , concrete collar, remove and reinstall fence, match rip rap on North side of bank, AT&T to relocate Line near fence , 10' deep excavation and restoration Rip Rap to be installed from Tip to Toe of canal, no cleaning of canal past limit of constructions.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,600.00	Oct-18	Nov-18
WO #52 6464 Woodlake Road - Drainage Repairs	Remove and Replace approximately 15 LF approx. of CMP with 24"ADS per scope and restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 26,525.00	Oct-18	Nov-18
WO #53 104 Foxwood Dr WPB Fl	Remove and Replace approximately 200 LF of CMP with 36"ADS at inlet boxes into the canal.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,000.00	Jan-19	Feb-19
WO #54 Willow Pond Road @ Willow Pond Court - Drainage Repairs	Remove and Replace approximately 212 LF of CMP with 18" HDPE per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 94,900.00	Jan-19	Jun-19
WO #55 Pinehurst Drive and 10th Avenue North	Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 24" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 39,155.00	Jan-19	Feb-19
WO #56 Center and 52nd Way, Jupiter	TV line from basin to basin. Include clean and Pre tv inspection. TV will be delivered to PBC after completion of Pre Tv. Additional work may follow after inspection of pipe under Center St.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 9,100.00	Feb-19	Mar-19
WO #57 Toney Penna Drive & Central Boulevard	Remove and Replace approximately 1-2 joints of pipe. Explore excavation at sink hole and repair as directed by inspector onsite.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 4,470.00	Jun-19	Jun-19
WO #58 Toney Penna Dr. & Bush Rd.	Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Install new R&C at MH and properly seal with concrete and Refratta inside of MH. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 21,600.00	Feb-19	Feb-19
WO #59 Kingston Drive Drainage Pipe and Headwall Repairs	Drainage Improvements and Installation per project scope. 2 shots of Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. Does not include Canal Dredging	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,850.00	Apr-19	Jun-19
WO #60 Central B;vd from Jupiter Park Drive to 100' south of Toney Penna Drive	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 605,000.00	Jul-19	Aug-19
WO #61 7479 Central Industrial Drive @ Byron Drive	Excavate area 9' Deep / 42" pipe failure, pour concrete 48" collar on first joint to the North.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 7,832.56	Jul-19	Jul-19
WO #62Orchard Way and Woodbine Road	Cipp Lining 24" and 36" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. Replacement of 2 grates and Refratta both boxes, fill dirt around sink hole, compaction and concrete sidewalk replacement.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 69,681.00	May-19	Jun-19
WO #63 Davis Rd. & Berkshire	Remove and Replace approximately 45 LF of RCP with 18"ADS. Asphalt and site restoration included. (Existing pipe has separated and sinkhole is appearing in the road)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,125.00	Jul-19	Jul-19
WO #64 155th Pl and 70th Trail (Palm Beach County Estates)	Remove and Replace approximately 60 LF approx. of CMP with 18"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 32,275.00	Aug-19	Aug-19
WO #65 904 Flamango Dr	Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 18" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,025.00	Jul-19	Sep-19
WO #66 Jog Rd Shoppes of Woolbright	Remove and Replace approximately 60 LF of collapsed pipe and install new 18"RCP. Remove and haul away approx.. 17 flags of concrete sidewalk and approx. 5' of curb on either side of each box. Dewater included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 35,875.00	Jun-19	Jul-19
WO #68 Orleans Ct - South of Belvedere Road and West of Military Trail Emergency 24" ADS	Remove and Replace approximately 24 LF of CMP with 24" ADS and pour concrete collar at both pipe connection. This pipe was in need to be removed due to leaking joints and emergency job with PBCWUD while doing a sewer repair under this storm pipe.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 9,800.00	Aug-19	Oct-19
WO #69 Lox River Rd	Excavate approximately 50 LF of existing ADS and pour two concrete collars around Bell end of pipe to eliminate pipe from floating. Including pipe excavation, compaction, asphalt, and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 16,500.00	Sep-19	Oct-19
WO #70 5718 Souchak Dr Headwall repair	Remove and Replace approximately 20 LF of CMP with 24" ADS from broken pipe to headwall. Pour concrete collar at pipe connection. Existing Headwall is to remain. Camera existing line after pipe replacement to assess the condition from Box on Souchek to Headwall. Rock rubble around headwall 5' each side of Bank. No dredging of canal included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 28,800.00	Oct-19	
WO #71 Congress Ave N of Blue Heron on W 26th St. west side of road	Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Properly seal with chemical grout or concrete. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 26,400.00	Oct-19	
WO #73 Foxwood Circle	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 79,504.00	Oct-19	
WO #74 Roebuck Rd and Rocking Horse Rd	Drainage Improvements and Installation per project scope. Includes 1 Top Removal and cutting of RCP pipe in the North box. Cipp Lining 21"x14 elliptical, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 39,575.00	Oct-19	
Charleston Shores blvd South of Lauden	Remove and Replace approximately 60 LF approx. of CMP with 24"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,775.00	Dec-19	
Charleston Shores blvd South of Heathley	Remove and Replace approximately 60 LF approx. of CMP with 24" FDOT ADS from Box to	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL	$ 43,775.00	Dec-19	

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
4354 Maleleuca	excavate to affected area and pour concrete collar over broken pipe, replavement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 28,500.00	Dec-19	
Maleleuca and Dell	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 29,625.00	Dec-19	
Lantana and Military Trail. (S.E. Corner)	Excavate two affected areas of 72" drainage failure, SE corner of intersection and other just east of Military Trl on East bound lane, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. Refratta box at intersection after pipe is repaired. No striping of road or PBC permits required.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 71,830.00	Dec-19	
10087 Trailwood	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 58,996.60	Dec-19	
6867 Hatteras Dr	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 33,850.00	Feb-20	
6663 Hatteras DR	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 33,850.00	Feb-20	
4679 Brooks Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 54,639.58	Jan-20	
Maleleuca and Letho Ln	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 32,450.00	Jan-20	
Maleleuca and 40th s (West and East of 40th)	Excavate to two affected areas, West and East of 40th way, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 56,900.00	Jan-20	
Balmoral Blvd.	Drainage improvements including the removal of broken CMP and installation of new ADS joints at each end of the canal. Installation of rip rap around new pipe. Pipe Cleaning, Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 95,636.45	Jan-20	
3861 Barkis Ave.	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 55,784.15	Jan-20	
Lift Stations Rehab - Proj B	Rehabilitation of 28 lift stations	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,221,409.50	Aug-18	On Going
Palm Beach Lakes Blvd Sewer Lining	The Services and materials to be provided under this Work Order consist of cleaning, CCTV and C.I.P.P. lining of existing 8" VCP pipe, 1,415 LF	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 124,929.00	Dec-15	
Rosemary Ave Large Dia. Sewer Pipe Lining	Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2040 LF of 30" sanitary Sewer piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 281,475.00	Feb-16	
Shenandoah Emergency CIPP	Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2090 LF of 8" and 18" of sanitary and sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 161,125.00	Completed in 2016	
Congress & Australian	Cleaning/Lining of approximately 400 LF of 8" and 304 LF of 36" Sanitary Sewer Piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 70,935.00	Aug-16	May-18
Spruce Avenue -WO# 04	Cleaning/Lining of approximately 4,079 LF of 18"-36" Storm Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 290,385.00	Jan-18	May-18
Avila & Grandview & Park WO#5	Cleaning/CCTV of approximately 2,468 LF of 8"-30", CIPP of approximately 2,468 LF of Sanitary Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 280,183.00	Jul-18	Nov-18
Sanitary Sewer Storm Pilot-WO#	Provide new water service connections to the parcels included in the pilot project	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 56,004.25	Jun-18	Aug-18
Spruce Ave-47th and 53rd WO#8	Cleaning/CCTV of approximately 436 LF of 18"-24", CIPP approximately 436 LF of storm sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 36,920.00	Jul-18	Oct-18
Henrietta Avenue Phase I CIPP Lining	Cleaning/CCTV of approximately 348 LF of 10", CIPP of approximately 348 LF of Sanitary Sewer Piping on N. Flagler & 23rd Street	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 13,766.00	Oct-18	Jan-19
Henrietta ave. Phase 2 Sanitary Sewer (9th St. to PBL Blvd.)	8-inch CIPP Lining with lateral lining CCTV & cleaning	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 97,298.00	Aug-19	Sep-19
Sophia Drive Phase 1 CIPP Lining	Cleaning/CCTV of approximately 430 LF of 8-inch, CIPP of approximately 4350 LF Sanitary sewer piping on Sophia drive, Cleaning/CIPP/CCTV of 4-inch - 6-inch lateral from 8"-12" main including first 3 LF of lateral, CIPP lining of 4"-6" laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 81,890.00	Sep-19	
Gaines Park Sanitary Sewer & Water	Install new sanitary cleanout, two manholes, 62 LF of 6" PVC piping and relocate water Lines as needed	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 49,390.00	Feb-15	Apr-15
PCCP Force Main Assessment	Installation of Line Stop equipment on 24" FM, Installation of Tapping saddle and valve on the 24" main for pipe diver insertion,	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 183,843.15	Jun-15	Aug-15
20-incl Ave at									

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Palm Beach Lakes Force Main; Emergency	Repair of force main	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 111,054.00	Aug-15	Aug-15
Shenandoah Emergency Gravity Sewer Repair	Replacement of 60 LF of 24" PVC pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 386,630.00	Feb-16	Mar-16
Executive Drive Outfall Repair	Replacement of pipe, including slip lining of section of existing CMP	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 265,839.00	Sep-16	Feb-17
16th St Storm Water Drainage Replacement	Removal of existing VCP Pipe, installation of new RCP pipe, Installation of 2 9.5' deep mainline manholes, installation of 4 9.5' deep storm water curb inlets	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 180,580.00	Apr-17	Jul-17
16th St Water Main	Removal and replacement of approximately 440 LF of 8" water main, including all fittings and all necessary connections	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 239,070.00	May-17	Sep-17
Pinewood Stormwater Replace	Replacement of storm sewer pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 239,070.00	Sep-17	Jul-18
10-24" FM ARV Replacements	Replacement of two ARV manholes on 24" force main.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 261,510.00	Jan-19	Jun-19
SW Rehab on Pinewood 23rd St. and 36th St.	Replacement of storm sewer pipe in different locations alone pinewood ave. in West Palm Beach	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 149,770.00	Mar-19	Nov-19
Century Village and Westgate	Inspection and rehabilitation of approximately 77,000 linear feet of gravity sewer lines and 475 manholes, Gravity sewer system services lift stations 348-352, 391, 5044, 5243 - 54 Segments of gravity sewer from terminal manhole to wet well to be lined.	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,000,651.30	Sep-17	Jul-18
Aletha Manor	18" CIPP lining & Cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 24,964.00	Mar-17	May-17
CR 218 Middleburg	Furnish & Install 24" CIPP Lining, 24" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 47,952.00	Mar-18	Aug-18
Camp Lane 1159	Furnish & Install 26" CIPP Lining, 36" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 29,298.00	Sep-19	Dec-19
CR220/Angora Bay 30" Lining	Furnish and Install 664 LF of 30" CIPP Liner	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 70,634.00	Apr-19	Jun-19
Between 3157 & 3161 Silverado Circle GCS, FL	Furnish and install 167 LF of 15-inch CIPP Lining	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 27,900.00	Jul-19	Jan-20
County Road 15A WO 171210	CIPP lining and pipe cleaning for CR 15A	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 89,700.00	Dec-19	Feb-20
Sanitary Sewer & Manholes	Repair or cure-in-place (CIP) lining of sections of gravity sewer pipes and relocation of fire hydrants and water mains	City of Clearwater	Rose Lara	(727) 224-7062	rose.lara@myClearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	$ 2,666,550.00	Feb-15	Feb-17
WUD 16-027-2017 Telemetry	WUD 16-027-2017 Telemetry	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,196,008.00	Jun-17	May-18
Palm Beach Cnty Lining 17-016	Inspection of gravity main lines and manholes. Rehabilitation of 29,971 LF of gravity main lines. Post inspection reports for all rehabilitated assets	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6248	pphonpornwithoon@pcbwater.com	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 1,040,134.00	Apr-17	Sep-17
E1Q95-RO Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 97,800.00	May-17	
US 27 Sebring	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 54,433.20	Feb-18	Jul-18
Desoto, Glades, Hardee, Hendry & Highlands Counties Side Drain Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 13,041.90	Mar-19	Aug-18
E4S32-RO - NPDES MARTIN	Remove and dispose of materials and or blockage inside of a pipe, box culvert or other part of the storm drainage system to provide maximum drainage capacity of the departments storm water system	Florida Department of Transportation	Maria Velarde	(954) 777-4084	mickey.kelly@dot.state.fl.us	3400 W Commercial Blvd. Fort Lauderdale, FL 33309	$ 130,000.00	Apr-17	Feb-19
Lift Station Rehabilitation Continuing Construction Contract: Priority 1 WA# 1	provide construction services for various general activities on Lift Stations 203, 218, 325, 607, 957, 4113, 4150, 4153, 4217, 4228 including rehabilitation of piping, electrical and corrosion barrier system	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,916,423.39	Jun-15	Feb-16
Lift Station Rehabilitation Continuing Construction Contract: Priority 2 WA# 2	Rehabilitation of Lift Stations: 204, 0566, 947, 4138, 512, 575, 1060, 4106, 4136, 4152, Drexel Rd Gravity	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnette@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,877,743.48	Dec-15	Sep-16
Strategic Lift Station 8101 Electrical Improvements WA#3	Electrical upgrades to LS 8101, Inclusive of bypass pumping, new FPL service installation, removal of overhead service, installation of new ancillary junction box, separate RTU, new antenna, and quadraplex control panel to design specifications with soft starters	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 149,140.00	Mar-16	Jun-16
Lift Station Rehabilitation Priority 3	Lift station rehabilitation including new control panels, pumps, force main piping, valves,	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnett@pcbwater.	8100 Forest Hill Blvd, West	$ 1,783,205.71	Jun-16	Apr-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station Rehabilitation Continuing Construction Contract (Priority #4)	Contractor shall perform the engineering Scope of Services as described herein: Lift Station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,734,155.45	Jun-16	Apr-17
Century Village Grout Abandonment	Deactivation, flush and grouting of existing pipe up to 8" maintenance of traffic; record drawings and preconstruction video	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 8,862.19	May-16	Jun-16
Gravity Sewer Pipe Replacement at Lift Station 8218	Replacement of approximately 215 LF of 8" lined pipe with new 8" PVC pipe, from manhole 13 - 14	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 62,660.00	Mar-17	Aug-17
16- Inch Reclaimed Water to Seminole Improvement District M2	modifications of piping within existing vaults	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 75,201.00	May-17	Nov-17
Electrical Improvements LS 1043	Electrical Improvements and installation of an automatic transfer switch adding a fuse disconnect and electrical service at LS 1043	Palm Beach County WUD	Vince Riccobono	(561) 493-6000	vmriccobono@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 57,197.75	Feb-18	On Going
Glades Lift Station Rehabilitation & Improvements to Lift Station 8148	Improvements to LS 8148, include valve vault demolition, new piping and valves, new pumps, control panel and appurtenances, along with site restoration and new fencing	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 243,713.45	Aug-18	Nov-18
Belle Glade Gravity Main Improvements on SW 5th St.	Installation of approximately 170 LF of 8" PVC gravity sewer and 2 manholes	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 75,701.33	Jun-18	Aug-18
Gravity Sewer Replacement - SW 3rd St	Replacement of approximately 250 LF of 8" clay with PVC gravity sewer piping	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 118,420.15	Jun-18	Oct-18
Water Treatment Plant 8 Sanitary Sewer Improvements - WA #13	Installation of three new manholes and rerouting of 10" gravity sewer pipe, including removal of existing gravity sewer and all restoration.	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 55,695.21	Dec-18	Feb-19
Gravity Sewer Replacement Lift Station 8116	Replacement of approximately 1,100 LF of 8" PVC gravity sewer main, including all lateral connections and replacement of all manholes, bypass pumping, asphalt roadway replacement and restoration work	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 342,028.37	Sep-18	Jun-19
Red Road Emergency Repair	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 44,362.50	Mar-18	Apr-18
SW 100th Avenue - Emergency	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 24,600.00	Apr-18	May-18
Miramar Pkwy & Sykes FM Emergency Job	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 41,800.00	Jul-18	Aug-18
10" Force main Repair on Miramar Parkway and SW 69th Way	10" Force main Repair on Miramar Parkway and SW 69th Way	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 49,950.00	Jul-18	Aug-18
8" Reuse Main Repair on Miramar Parkway and Red Road	8" Reuse Main Repair on Miramar Parkway and Red Road	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 34,300.00	Jul-18	Aug-18
Homestead I & I	Wastewater collection system rehab	City of Homestead	Antonio J Torres	(305) 443-4549	Atorres@hazenandsawyer.com	450 SE 6th Avenue, Homestead, FL 33030	$ 492,050.00	Apr-18	
Coral Shores 5-Locations	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 213,100.00	Nov-17	
110 39th St Ct NW	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 14,640.00	Dec-17	
201 Mangellan	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 11,656.25	Dec-17	
CR 675	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 16,145.00	Dec-17	
Flamingo Cay	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 206,225.50	Nov-18	
10104 Sandpiper Road East-Section 2	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 357,519.75	Jun-19	
Polk County - CIPP	CIPP Installations	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 183,125.00	Apr-17	Feb-18
8 - Locations - Polk 17-326	CIPP lining: 80 LF of 15", 1,043 LF of 18", 326 LF of 30", 182 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 251,918.00	Oct-18	
Asherwoods, Avon Park Cutoff, Birch, Lark, Longwood, Oak, Lake Lulu	CIPP lining: 715 LF of 18"; 47 LF of 24"; 45 LF of 30"; 295 LF of 36" & 166 LF of 60"'	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 224,915.00	Oct-19	Nov-18
Lake Marion, Laynewade, The Pines, Forestgreen	CIPP Lining: 78 LF of 15"; 397 LF of 18"; 1,029 LF of 24", 970 LF of 36"; 146 LF of 42" & 120 LF of 48"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 343,885.00	Mar-19	
Hickory Stream Lane, Lakeview Dr., Sagew Warin									

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Bridgers Ave, Country Club Rd., Cresent Lake Dr., Hunters Run, Jaybee Ave, King Ave., Lazy Lake, Oak Square, Pine St., Pine Valley, Robin Rd, Ryan Rd., Split Creek, Imperial Lakes, Heather Glynn	CIPP lining: 880 LF of 18"; 1,350 LF of 24"; 505 LF of 30"; 164 LF of 36" & 730 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 523,315.00	Jul-19	
SW Infrastructure Main/Repair	Storm water infrastructure maintenance and repair services to the City's several premises and locations	Palm Beach Gardens	Daniel Widdick	(561) 804-7044	dwiddick@pbgfl.com	10500 North Military Trail, Palm Beach Gardens, FL 33410	$ 1,027,255.00	Mar-16	Mar-26
Vactor Cleaning of Wet Well	Vactor Cleaning of Wet Well	Solid Waste Authority	Mona McBride	(561) 640-4000	Mmcbride@swa.org	7501 North Jog Road, West Palm Beach, FL 33412	$ 99,621.50	Jan-16	
Pipe Lining - Charlotte 01	Light cleaning 16"-42" Storm pipe & 16"-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 358,785.10	Jan-18	Mar-18
Pipe Lining - Charlotte 02	Light cleaning 16"-42" Storm pipe & 15"-60" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 16,000.00	Feb-18	
Pipe Lining - Charlotte 03	Light cleaning 16"-42" Storm pipe & 15"-42" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 264,042.90	Mar-18	
Pipe Lining - Charlotte 04	Light cleaning 16"-42", Medium Cleaning, 42" or Greater & 15"-48" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 214,205.98	Jun-18	
Pipe Lining - Charlotte 05	Pipe lining & CCTV	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 96,730.00	Feb-18	
Pipe Lining - Charlotte 06	Heavy Cleaning 30-42" & 42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 64,306.00	Aug-18	
Pipe Lining - Charlotte 07	Drainage pipe RV inspection and cleaning of various pipes in Gardens of Guld Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 90,000.00	Aug-18	
Pipe Lining - Charlotte 08	Light Cleaning, "16-29", & 15" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 20,112.00	Oct-18	
Pipe Lining - Charlotte 09	Medium Cleaning, 42" or greater & 60" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 237,478.30	Oct-18	
Pipe Lining - Charlotte 10	Light Cleaning 16"-29", Medium cleaning 30"-42" & 15"-30" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 63,034.33	Jan-19	
Pipe Lining - Charlotte 11	15" - 24" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 300,608.26	Jan-19	
Pipe Lining - Charlotte 12	Light cleaning 16"-42" Storm pipe & 18"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 86,124.00	Jan-19	
Pipe Lining - Charlotte 13	18" - 30" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 123,623.00	Jan-19	
Pipe Lining - Charlotte 14	12-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 63,298.00	May-19	
Pipe Lining - Charlotte 15	Light cleaning 16"-29" Storm pipe & 15"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 80,085.00	Apr-19	
Pipe Lining - Charlotte 16	Light Cleaning, "16-29", Medium Cleaning, "30"-42", Heavy Cleaning-42" or Greater, 18-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 47,473.00	May-19	
Pipe Lining - Charlotte 17	Light Cleaning 16"-29', Medium Cleaning, 30-42" or greater & 15-42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 145,591.60	May-19	
Gardens of Gulf Cove- Englewood-FDOT SEWERS	Heavy Cleaning-42" or Greater, Frontage Pipe McCall Rd at Gardens of Gulf Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 18,500.00	Apr-19	
Pipe Lining - Charlotte 19	Medium Cleaning, 16"-29", Heavy Cleaning, "30"-42", 24"-42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 340,717.59	Aug-19	
Pipe Lining - Charlotte 21	PO PENDING	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	PO PENDING	PO PENDING	
Sanitary Sewer Remediation	Cleaning and internally lining the existing vitrified clay sanitary sewer gravity collection system. Cured-in Place Pipe (CIPP) system. The liner system consists of a heat-activated resin-impregnated fabric pipe system. Once cured, the CIPP system will provide a continuous rigid pipe system between manholes. Individual services are to be cut out and sealed to the main line to minimize infiltration around the connections.	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Cape Coral - PO# 46977 LS Basin 305	8-10" pipe cleaning & 9,036 LF of 8" & 2,090 LF of 10" pipe lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	$ 355,750.00	Feb-18	
Cape Coral - PO# 47850	8" pipe cleaning & 3,536 LF of 8" CIPP Lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	$ 111,940.00	Apr-18	
Cape Coral - PO# 48056	8" pipe cleaning & 233 LF of 8" CIPP lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	$ 7,352.50	Apr-18	
Progresso Village Stormwater	Annual stormwater infrastructure cleaning contract	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below
Stormwater Infrastructure Cleaning and Maintenance	Disposal of Contaminated Liquids	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 31,103.00	Aug-17	
GTL Deepwell Site Stormwater System Cleaning	Cleaning of 3050 LF of 3"-30" stormwater pipes	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 14,900.00	Feb-18	
Removal of Compacted Debris Within the Basin and Pipes	Removal of compacted debris within the basin and pipes - CCTV & cleaning of 2450 Stormwater pipes 19"-30"	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 13,800.00	Feb-18	
Stormwater Mtce Carter Park		City of Fort Lauderdale	Sabine Joseph	(954) 828-5239	sjoseph@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 11,800.00	May-18	
Clean Pipes & Catch Basins		City of Fort Lauderdale	Cathy Green	(954) 828-5239	cgreen@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 7,000.00	Jun-18	
Clean Various Storm Sewers on SW 4th Ave from SR 84 to I-595		City of Fort Lauderdale	Elkin Diaz	(954) 828-5239	Ediaz@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 21,171.00	Aug-18	Feb-19
Clean Various Storm Sewer & Basins on Riverland Road		City of Fort Lauderdale	Marie Pierce	(954) 828-5239	mpierce@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 9,936.00	Nov-18	Apr-19
Storm Sewers and Basins for Peele Dixie		City of Fort Lauderdale	Cesar Alza	(954) 828-5239	calza@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 8,200.00	Aug-19	
Storm Water Pipe Clean-Up		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	ldadilvia@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 9,970.00	Nov-19	Oct-19
Fire Station #29		City of Fort Lauderdale	Alexandra Rampy	(954) 828-5239	lplatkin@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 2,650.00	Nov-19	
DSD One Stop Stormwater system Cleaning		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	lplatkin@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 9,970.00	Nov-19	
Point Repair - Lauderhill	Maintenance, repair and improvements to water and sewer infrastructure throughout the City	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 43,500.00	Jan-18	
NW 50th & NW 22 Pt Repair	Point Repairs on NW 50th Ave & NW 22nd St.	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 25,600.00	Aug-18	
Lift Station # 54	Lift Station # 54	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 11,700.00	Oct-19	Dec-17
Lauderdale By The Sea CIPP2017	Gravity sewer system condition assessment and renewal and replacement I & I	Lauderdale by the Sea	Don Prince	(954) 973-9700	donp@lauderdalebythesea-fl.gov	125 SE 5th Court, Deerfield Beach, FL 33441	$ 215,000.00	May-17	Sep-17
Sanitary Sewer Lateral-Emerg	Sanitary Sewer lateral repair 15' deep	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 95,000.00	Oct-17	Jan-18
Cypress Lake III- HOA	Cypress Lake III- HOA	Palm Beach County	Mike Brauchle	(561) 355-2912	mikebrachle@gmail.com	3445 Cypress Trail, West Palm Beach, FL 33417	$ 124,320.00		
Hagen Airline		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Nov-17	Nov-17
Hagen Various Valves	Hagen Various Valves	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Dec-17	
Hagen #3		Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 9,742.00	Dec-17	Jan-18
LS 8146 Canal Bank		Palm Beach County WUD	Pollop Phonpornwithoon	(561) 493-6000	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 73,646.00	Dec-17	Jan-18
Winikoff Point Repair	Excavation, exposure and repair of 36" PCCP forcemain with unknown break. Repair to be performed by Thompson Pipe Group. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 94,365.00	Feb-18	Feb-18
Hagen									

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hagen Flow Meter Piping - Building 2		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Jan-18	
SW 3rd St - 24in Valve Replace	Excavation, exposure and replacement of 24" Water Main Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 22,420.00	Mar-18	Apr-18
Atlantic Emergency 14 FM Valve	Excavation, exposure and removal of 14" FM Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,080.00	Mar-18	Mar-18
Winikoff 2nd Repair	Thompson Pipe Group if needed and Valve repair to be done by Valve manufacturer once discovered. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 37,150.00	Feb-18	Mar-18
Southern & Arden Emergency	Excavation, exposure and repair of 18" C900 PVC FM which Ruptured, at approximately 10' depth.	Palm Beach County WUD	Conrad Thirbenny	(561) 493-6000	cthirbenny@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,550.00	Mar-18	Apr-18
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	David Guerrero	(561) 493-6000	dguerrero@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,925.00	Nov-18	Dec-18
Turnpike and Roebuck Rd	Repair of Damaged 16" Water Main that was hit by and HDD Contractor	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 97,600.00	Oct-18	Oct-18
WAM 14" Inside Sludge Pump Station 2 Lower Level		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Feb-19	Feb-19
WAM 24" ETPS - Outside		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Feb-19	Feb-19
Belle Glade Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 11,685.00	Feb-19	Apr-19
Haverhill Rd & Roebuck Rd.	Emergency Watermain Break at Haverhill and Roebuck Rd - Saturday	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 36,508.00	Mar-19	Apr-19
S. Military Trail South of Sunny Lane Ave	Repair the Force Main running East to West across Military Trail South of Sunny Lane Avenue. Removal of existing failed force main from existing casing and installation of new force main piping in existing casing	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 70,904.00	Apr-19	Jun-19
Belle Glade Waste Water Plant	Clean, Sandblast and Coat Grit Separator Tanks	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 17,605.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 12" (AB4 A)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,393.76	Apr-19	Jul-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,590.00	Jun-19	Jul-19
L-38 WM Aerial Crossing Repair	Repair of Damaged 18" Aerial WM Which blew out at edge of canal bank. Repair includes rip rap on only one side of canal, only on water main, no dredging included. Sod for golf course property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 119,450.00	May-19	Aug-19
L-38 WM Aerial Crossing Repair (North Side)	Repair of Damaged 18" Aerial Water Main and Force Main Crossing on the North side. Repair includes rip rap on only North side of canal, no dredging included. Restoration for property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 123,550.00	May-19	Aug-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,590.00	Jul-19	Sep-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,590.00	Jul-19	Sep-19
LS 151 Gravity Repair	Remove and replace approximately 33 LF of 8" gravity sewer 11' deep in front of LS 151 on Orleans Ct. Line Remaining 8" influent gravity from terminal MH to Wet Well to be CIPP Lined	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 67,600.00	Aug-19	Sep-19
Sanitary Sewer - Mulberry	Manhole rehabilitation including installation of 580 VF of CIP or Spray Manhole Liner (poly-liner or equal) in 102 manholes Point Repairs of 24 existing sanitary sewer lines; By-pass pumping; Bench repair; Chimney seal manholes; Replacement of manholes; Installation of cured-in-place-pipe;	City of Mulberry	Roger Homann	(863) 425-1125	Rholmann@cityofmulberrtfl.com	104 South Church Ave, Mulberry, FL 33860	$ 4,912,591.00	Mar-18	Nov-19
Manhole Rehabilitation	Manhole Rehabilitation	Fort Pierce Utilities Authority	Mark Kobbe	(772) 466-1600	mkobbe@fpua.com	PO BOX 3191 FORT PIERCE, FL 34948-3191	$ 186,292.44	May-17	
Lift Station # 38	Lift Station # 38	City of Bradenton	Kim Clayback	941.708.6300 x224	Kim.Clayback@cityofbradenton.com	1411 9th St W Bradenton, FL 34205	$ 29,860.00	Nov-17	
Rehab									

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hibiscus & Baynon	Provide pipe cleaning , CCTV and dewatering	City of Delray Beach	Jeffery Needle	(561) 243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 90,000.00	Mar-18	Mar-18
Park Avenue	Clean, TV and Cipp Line 30" RCP Pipe under Park Avenue	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	$ 63,123.00	Jan-18	Feb-18
Storm Water Video Inspections	Video inspection and documentation of storm water basin 3	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	$ 46,006.64	Mar-18	May-18
Cypress Drive 60" CCTV	Confined Space Entry and Televise 60" Storm Line	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	$ 107,360.00	Jun-18	Aug-18
Lift Station 57 and 66	Gravity sewer main cleaning & CCTV, Installation of 5,517 LF of 8" CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 174,673.81		
Cleaning, TV & Lining Services		City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 193,294.56	Feb-18	
Lift Station 065 Main Lining PO #48742	Gravity sewer main cleaning and TV inspections, install 8", 10" & 12" CIPP Liner	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 454,093.51	Sep-18	Jan-19
Manhole Rehabilitation Services	Repair sewer manholes	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 63,398.93	Nov-19	Dec-19
Penn Park Main Lining	Main line cleaning, TV inspection & lining services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 273,866.95	Dec-18	Oct-19
Jupiter Harbor - LS #97 Basin	Clean Tv and Line all 8" clay lines within the LS #97 basin, in the Jupiter Harbor Community	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 67,672.96	Oct-19	Oct-19
Lift Station #58 - Main Lining Services	Cleaning, Televising & lining of 415 LF of 8" CIPP, 590 LF of 15" CIPP	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 38,600.33	Jun-19	Oct-19
LRD-Jupiter-MH Rehab #2	Manhole rehabilitative services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 90,000.00	Oct-19	Oct-19
Lift Station #001 - Main Lining Services @ Circle West Road	Gravity sewer main cleaning & TV inspections 6" - 12", install 10" CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 13,340.00	Aug-19	
Repairs to existing 42" storm drain at PBIA	Drainage Repairs and replacement of one section of 42" pipe in the parking lot at PBIA. Separate pricing to line pipe after repair to prevent future failures will also be provided.	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 48,100.00	DO Pending	
PBIA Airport Parking Lot	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,371.00	DO Pending	
PBIA Airport Parking Lot	Drainage repair in employee parking lot. Removal and replacement of approx. 360 LF of 38"x24" elliptical pipe and restoration	Palm Beach County	Matt Taylor	(561) 616-6800	mtaylor@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 67,200.00	Oct-19	Nov-19
MH and LS Rehabilitation	Rehabilitation to manholes in Sebring	City of Sebring	Jim Jackson	(561) 640-3503		454 North Franklin, Sebring, FL 33870	$ 54,012.16	Feb-18	
Lift Station 73 & 88 Rehabilitation	Rehabilitation of two wastewater lift stations	City of West Palm Beach	Luis Perez	(561) 822-2100	lperez@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 432,715.82	May-19	
FPUA 20 MH's	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpua.com	500 Boston Ave, Fort Pierce, FL 34950	$ 74,649.72	Dec-18	
FPUA 5 MH's End of Fiscal 19	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpua.com	500 Boston Ave, Fort Pierce, FL 34950	$ 28,627.26	Aug-19	
Canoe Creek Subdivision Drainage	Approx. 420 LF of 15" - 24" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 99,764.00	Jul-18	Sep-18
Infrastructure Construction - Delmar St 36in	SE Delmar Street Pipe Replacement - 36in RCP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 54,915.00	Aug-19	Aug-19
Infrastructure Construction - SE Lanham Exfiltration	SE Lanham St - 18" Exfiltration Trench	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 37,280.00	Aug-18	Jan-19
SE Indian Street CIPP	180 LF of 48 CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 52,980.00	Oct-18	
Gomez and Soundings CIPP	108 LF of 30" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 13,500.00	Oct-18	
Palm Lake Park Neighborhood Drainage	1200 LF of 28"-42" CIPP lining, installation of 18"-48" RCP, removal and replacement of structures including headwall, driveways and drain structures, televising of pipe	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 1,075,076.00	May-18	Jun-19
Sugar Hill Outfall	470 LF of 24" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 49,290.00	Dec-18	
NE Jensen Beach CIPP	SE Jensen Beach Blvd and Savannah Rd - 60" Inspection and Joint Repair	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 29,080.00	Mar-19	Apr-19
Salerno Rd Camera Inspection	SE SALERNO ROAD EAST OF US1 CAMERA INSPECTION	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 6,510.00	Feb-19	
SW Murphy Road Liner	24"-36" CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 32,040.00	Mar-19	
Rio Nature Park Stabilization		Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 27,250.00	Aug-19	
SW Ca						2401 SE Monterey Road			

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
NE Barbara Dr	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 35,410.00	Sep-19	
St. Lucie West Main Irrigation Pump Station Replacement	Install pumps, motors, fillers, piping, fittings, valves, meters, electrical gear, conduits, wiring, panels and concrete slabs. Demolition of existing pumps, motors, electrical panels, piping, valves and filters/filter housing	St. Lucie West Services District	Joshua C. Miller	(321) 622-4646	jmiller@slwsd.org	450 S.W. Utility Drive Port St. Lucie, Florida, 34986	$ 921,194.81	Sep-18	Nov-19
Lift Station Rehabilitation Project A Bid Package 2	Furnish all necessary services for the rehabilitation of thirty (30) lift stations in Palm Beach County WUD service area	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,830,000.00	Oct-18	
Lift Station #40 Removal & Disposal & Replacement of Top Slab	Removal, Disposal and Replacement of Existing Top Slab and Hatch with new Top Slab and Traffic Rated Hatch System	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 9,300.00	Apr-18	
Sykes Creek Regional WWTF RASWAS Pumping System Rehabilitation	Removal and replacement of the Return Activated Sludge (RAS) and three of the Waste Activated Sludge (WAS) pumps	Brevard County	Craig Helping	(321) 617-7390	craig.helping@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	$ 1,030,000.00	Jan-19	Sep-19
Manhole Rehabilitation	Rehabilitate manholes across the City	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 38,595.63	Apr-19	
Lands End & Spoonbill Road	line the entire pipe, 160 LF of 15" CIPP will be installed.	Town of Manalapan		561-383-2543		600 S Ocean Blvd. Manalapan, FL 33462	$ 17,500.00	Nov-18	
Rehabilitation and Infrastructure Repair	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydelraybeach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 185,000.00	Dec-17	
Sewer Main Lining Group 1	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydelraybeach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 275,000.00	Jan-19	
300 N Courtenay Lateral	Replace Lateral at 300 N Courtenay Parkway according to plan sheet provided June 2018	Brevard County	Louis Braafladt	(321) 617-7390	Louis.Braafladt@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	$ 44,700.00	Aug-18	Sep-19
Legacy Cove Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 45,710.00	Jan-19	
Leilani Heights	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 25,900.00	Feb-19	
Port Salerno Village	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 13,380.00	Feb-19	
Port Sewall Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 15,900.00	Sep-19	
Mariner Sands Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 33,900.00	Oct-19	
Miles Grant Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 24,950.00	Oct-19	
The Estuary Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 23,460.00	Oct-19	
Martin-Pinelake Village MH Rehabilitation	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 9,100.00	Oct-19	
Lift Station 10 Drycan Conversion		City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 102,022.50	Jul-19	
Stormwater Pipe Lining - Cove Lane		City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	$ 29,255.00	Sep-19	
Lift Station No. 2	Sanitary Sewer Basin 2 and Inflow & Infiltration Abatement pipe lining rehabilitation	City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	$ 1,392,443.69	Nov-19	
Lift Station 980 Top Slab	Lift Station 80 Top Slab, Repair, Removal and New Slab Installation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 8,700.00	Sep-18	On Going
Lift Station #21 Pipe Repair		City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 14,070.00	May-19	
12" WM Valve Replacement	All materials, fittings, line stops, restraints to complete the work. Installation of (4) - 12" Line stops on an AC water main. Removal and Replacement of (4) - 12" gate valve and (1) - 12" cross. Bell restraints to be placed on AC Main 3 joints past line stop in each. direction. All Restoration included (Sod and Sidewalk) (No Asphalt Anticipated)No As Builts, Permits, Bonds, Etc. included. Assumes all lines can be shutdown without impact	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 118,345.00	PO PENDING	
Lift Station #44	Emergency Bypass and Valve Replacement	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 20,000.00	Oct-19	
Lift Station #53	Emergency Rail System Replacement - Repipe in Well ONLY ACTIVITY	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 43,100.00	Nov-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Mangonia - Driftwood Street	Vac Truck & Dumping	Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangoniapark.com	1755 E Tiffany Drive Mangonia Park, FL 33407	$ 2,050.00	Oct-18	
Pescayo Village-Marathon, Sanitary Sewer Inspection		Aramis Alvarez Architect				1237 S Alhambra Circle Coral Gables, FL 33146	$ 9,452.50	Oct-18	
Osceola Force Main Rerouting		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesJackson@semtribe.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	$ 104,861.56	May-19	Aug-19
Hollywood 8" FM Connection		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesJackson@semtribe.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	$ 73,147.95	Mar-19	Apr-19
16" Water Main Loop Disinfection	Provide potable water on the Hard Rock Casino Facility by certifying existing 16-inch water main loop. The attachments delineate the procedure disinfecting and certifying the water main loop in two separate phases	Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesJackson@semtribe.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	$ 71,878.60	Jul-19	
Abandonment of Kent Pump Station PS-05	Installation of a new sanitary sewer system along Kent Avenue, Sussex Avenue and across Kirk Road. It also consists of the abandonment of the Kent Pump Station	Village of Palm Springs/Exkler Engineering Inc.	Oscar L. Rubio	954.510.4700	orubio@ecklerengineering.com	4700 Riverside Drive, Suite 110, Coral Springs, FL 33067	$ 567,715.89	Jun-19	Oct-19
ESU98-R0 - FDOT	Inspection, desilting, videoing, repair and replacement of drainage facilities	Florida Department of Transportation	Andrea Velasquez	332-634-6069	andrea.velasquez@dot.state.fl.us	719 S. Woodland Blvd. Deland, FL 32720	$ 300,000.00	Feb-19	
EWRF In-Plant PS Replacement	Furnishing and installation of 47 HP Flight or ABS submersible pumps, construction of a new 12 feet diameter wet well, furnishing and installation of the above ground piping manifold with appurtenances, installation of 65 feet 16" PVC force main and 48 feet 24" gravity sewer and conversion of existing pump station into gravity sewer manhole.	Orange County	Terra Reffitt	(407) 836-5644	Terra.Reffitt@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	$ 1,323,642.00	Apr-19	
Sanitary Sewer Collection System Rehab Project Phase 2	Rehabilitation of the existing gravity sewer collection system including: Installation of CIPP, reinstatement of service line connections, sewer later replacement, sewer later lining, point repairs, rehabilitation of manholes, cleanout installations and site restoration	Palm Beach County WUD	Frantz Fenelon	561-493-6123	FFenelon@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,113,950.00	Jun-19	
Emer - Storm Drain Cleaning	General construction services associated with the rehabilitation of operating lift stations located in northern Palm Beach County and southern Martin County. Work to be performed includes demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fittings, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation and/or installation of electrical equipment and all general site work	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	$ 495,990.00	Aug-19	
CIPP Lining	CIPP lining to the 10" DIP at Tierra Verde ad to the 10" Clay Pipe at SW Anchorage Way	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	$ 10,566.32	Dec-18	
E Madison Ave	8" CIPP lining and installation of manhole coating	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	$ 44,948.91	Sep-19	Sep-19
Colorado Ave	Installation of 10" gravity sewer & CIPP lining	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	$ 8,034.19	Oct-19	
Coating of Sanitary Lift Station & Reclaimed Water Stations	This project comprises the surface preparation and coating of above ground pipe, fittings and appurtenances for seven (7) sanitary sewer lift stations and five (5) reclaimed water stations	Seacoast Utility Authority	Brent Weidenhamer	(561) 627-2900	bweidenhamer@sua.com	4200 Hood Road, Palm Beach Gardens, Florida 33410	$ 57,400.00	Feb-19	
(SWRUSA) Inflow and Infiltration Project Phase 1A	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining of the 8-inch, 10-inch, and 12-inch diameter sewers in the subdivisions	Polk County	Ari Goldstein	863-534-6757	AriGoldstein@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 889,117.00	May-19	
Civil Surv - Polk County - Cleaning,TV Phase II Assesment	Gravity sewer cleaning and gravity sewer manhole cleaning services	CivilSurv Design Group, Inc., Polk County	Craig Fuller	863-646-4771	cfuller@civilsurv.com	2525 Drane Field Road, Suite 7 Lakeland, FL 33811	$ 98,220.50	Apr-19	
Pump Station C-1	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 85,492.90	Mar-19	
Pump Station C-2	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 116,391.00		
Pump Station D-35	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 28,690.00		
Pump Station D-36	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 46,485.00		
Pump Station E-5	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 74,548.10		
Pump Station E-6	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 76,542.00		
3119 Cormorant Road, Delray Beach	Repair assumed broken pipe in rear yard at 3119 Cormorant Road, excavate location of sinkhole to expose pipe, pick up end of pipe in canal, realign pipe at sinkhole location, pour a concrete collar around pipe and backfill and re-sod area. Place rip rap rock underneath pipe at outfall to support pipe in future.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 15,032.00	Jun-19	
SE 8th Court Drainage and Outfall Installation	Storm rain cleaning repair and sludge removal services	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 115,056.00	May-19	

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Delray Racquet Club/Jaeger Pipe Repair	Install 21" plug and Dewater approx 255' of 21" CMP pipe. (two segments), Clean and CCTV approx 255' of 21" CMP pipe to assess condition and damage in area of collapse. Provide point repair to area of collapsed pipe if conditions allow. Completion of this repair has mulitplied due to the discovery of a Fiber optic line running in and out of the storm pipe 11' deep and 20' long.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 77,243.00	Jun-19	
NE 1st Court Wastop Installation	Install 15" Wastop Check Valve Inside exiting RCP Pipe @ NE 1st Court Outfall	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 7,255.00	Jun-19	
Price Street lift Station Rehab - (New Discharge Piping)	Replace two 4" DIP DIP discharge lines from the well to the check valves	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	$ 5,000.00	May-19	
Emergency point Repair - Lake Clarke Gardens	Emergency sewer repair in Lake Clarke Gardens. Cracked sewer line that is 9' below the Lift Station and a manhole directly to the north.	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	$ 53,182.00	Jun-19	
Gravity System Improvements Packages 15,19,20,21,22	Installation of cured-in-place pipe (CIPP) lining for existing gravity sanitary sewers; lining existing manholes; and seal and coating existing manholes.	Orange County	Paul Oliver	407-836-5696	paul.oliver@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	$ 2,571,471.00	Jun-19	
Palmetto Drive Stormwater Improvements	provide stormwater infrastructure improvements, replacement of reinforced concrete pipe, installation of cure-in-place pipe, and estoration of any disturbed roadway and sidewalks	Town of Lake Park	Howard Butts	561-722-9379	hbutts@townoflakepark.gov	535 Park Avenue Lake Park, FL 33403	$ 68,755.00	Apr-19	
CIPP Culvert Lining Project	Cured-in-Place Culvert Lining	Santa Rosa County	Glenn F. Bailey	805-981-7127	GlennB@santarosa.fl.gov	6075 Old Bagdad Hwy.Milton, Florida 32583	$ 315,400.00	Jun-19	
Near 95th Ave and 50th Court- Cooper City	2,607 LF of 8" CIPP lining, reinstate later after CIPP installation, grout and test lateral connection	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 77,018.00	Oct-19	
SW 88th Terr.- Cooper City	Install cured-in-place mainline liner, 8" X 6MM. Reinstate lateral after CIPP installation, grout and test lateral connection, CIP Lining, 6"-8" fullcircle main connection, 4" or 6" X 4.5MM, Minimum 10'. Lateral Liner 4"-6" X 4.5 MM, Beyond 10' Sewer Lateral TV Inspection 6" to 8" main (Up to 30') Sewer Lateral TV Inspection 6" to 8" main (beyond 30') Bypass Pumping (8-inch and 10-inch), requires owner approval-Estimated	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 163,380.00	Dec-19	
North, East, South and West Point Dr - Rock Creek - Cooper City	Rehabilitation of 10 Manholes in the Rock Creek Neighborhood	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 22,800.00	Nov-19	
River Ridge Point Repair	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included All Inspections and reports to be produced per NASCCO PACP standards.	KLOO Management, LLC	Cherylynn Pannebecker	561-747-0122	cherylynnnrrhoa@earthlink.net	18600 County Line Road, Tequesta, FL 33469	$ 18,250.00	Mar-19	
Utility Repairs	Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration	City of Weston	Jose Casio	954-385-2600	jcasio@westonfl.org	17200 Royal Palm Blvd, Weston, FL 33326	$ 200,000.00	Jan-20	
Sewer Gravity Main Lining	Sewer Gravity Main Lining	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 310,000.00	Jul-19	
Pipe Lining to Damaged Storm Drain	Line Damaged stormwater pipes in public ROW or easements at 5 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 50,311.00	Aug-19	
Storm Line Damaged	Line 160 feet of pipe in ROW at 520 Harbour Dr	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 10,420.00	Sep-19	
Storm Line Damaged	line damaged stormwater pipe at 3rd St S and Broad Ave S which is causing sinkhole	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 9,900.00	Sep-19	
Stormwater Pipe Lining	Stormwater Pipe lining @ 3 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com		$ 34,810.00	Dec-19	
Emer Pump CIPP	Bernie's Lift Station Emergency Pumping Emergency Pumping	Town of Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangoniapark.com	1755 East Tiffany Drive Mangonia Park, FL 33407	$ 3,150.00	Feb-19	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	8" - 15" CIPP lining, CCTV & bypass pumping Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov	1755 East Tiffany Drive Mangonia Park, FL 33407	$ 240,000.00	Nov-19	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	8" CIPP & CCTV Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov		$ 86,100.00	Feb-20	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	Sanitary sewer clening & CCTV	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov		$ 143,000.00	Feb-20	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 7,362.00	Apr-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 4,514.00	Jun-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 10,542.00	Oct-19	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 14,203.00	PO PENDING	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Original Section Drainage Improvements Phase 5	Drainage improvements within the alleys between Fleming Boulevard and Jackson Avenue, as well as the portion of Biscayne Drive where the alleys intersect Biscayne Drive and within a portion of the LWDD L-11 Canal; The removal of dinage piping and structures; the installation of new drainage piping and structures; and restoration	City of Greenacres	Zach Gamble	(954) 739-6400	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, Florida 33463	$ 165,533.00	Jun-19	
E-1 Pump Station Improvements	Furnish all la bor and materials necessary to construct all improvements at E-1 lift station as depicted on the plans and in these specifications to provide a complete and functional system. Bypass pumping will be required	Town of Palm Beach	Jason Debrincat	(561) 227-7027	jdebrincat@TownOfPalmBeach.com	951 Old Okeechobee Road, Suite A, West Palm Beach, Florida 3340 1	$ 247,400.00	Jun-19	Dec-19
Lift Station #27, #50 & #2122	L/S #27 Rehab, LS - 50 - Control Panel WITHOUT DataFlow Equipment -8hp, 3phase, 240v, LS - 2122 - Control Panel WITHOUT DataFlow Equipment -5.3hp, 1phase, 240v	Indian River County	Sean Mcfarland	772-226-1418	smcfarland@ircgov.com	1800 27th Street Vero Beach, FL 32960	$ 184,100.00	Oct-19	
Lift Station 62 Emergency Generator	Permit and install a diesel powered emergency standby generator	Loxhatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 44,750.00	Aug-19	Nov-19
Lift Station 43 Emergency Generator	Permit and install a diesel powered emergency standby generator	Loxhatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 35,000.00	Aug-19	Nov-19
Forcemain Replacement Project	The Forest Hill Boulevard crossing shall have a minimum inside diameter of 16 inches and includes and air release valve on both sides of the crossing. A secondary main will also need to be relocated via open cut method and tied into the new forcemain. The existing main for the cut-in connections is 16" DIP. The portion of the existing 12" DIP main to be replaced, shall be grout-filled and abandoned. The C-2 Canal crossing shall have a minimum inside diameter of 6 inches and includes and air release valve on one side of the crossing and a tapping connection to the existing main on the other side. The existing main for the cut-in connections is 6" DIP. The existing main for the tapping connections is 12" DIP. The portion of the existing 6" DIP main and aerial crossing to be replaced, shallbe demolished and removed.	Village of Wellington	Shannon R. LaRocque	561-791-4107	slarocque@wellingtonfl.gov	12300 Forest Hill Boulevard, Wellington, FL 33414	$ 358,417.50	Sep-19	
Lift Station #31		City of Altamonte Springs	Jeff Grant	(407)571-8122	JGrant@altamonte.org	225 Newburyport Ave Altamonte Springs FL 32701	$ 249,289.00	Oct-19	
Culvert Pipe Replacement - Unit 32	This project consists of the removal, disposal, re-installation, and restoration of multiple cross drain culvert pipes at sixty-nine (69) locations throughout the City of Palm Bay's Port Malabar Unit (PMU) 32	City of Palm Bay	Hector Franco	561-791-4107	Hector.Franco@palmbayflorida.org	1050 Malabar Road SW, Palm Bay, FL 32908	$ 452,636.75	Aug-19	
Wellington - Piggyback PBC R2019-0216	Manhole and sewer lining repairs	Village of Wellington		561-791-4107		12300 Forest Hill Boulevard, Wellington, FL 33414	$ 100,000.00	May-19	
System 58A & Forcemain Replacements	Construction of wastewater force mains, wastewater lift stations and reclaimed water mains	City of Delray Beach	Natasha Tucker	561-243-7163	TuckerN@mydelraybeach.com	100 Northwest 1st Avenue, Delray Beach, FL 33444	$ 1,472,444.00	Jan-19	
Water Treatment Plant Generator Interconnect	Entire project is electrical. Running new service feeds to well pumps and tying the generator in to another building for backup power, also includes fire alarm work	City of Lake Worth Beach	Steve Fowler	(561) 575-2005	stephen.fowler@holtzconsulting.com	7 North Dixie Highway, Lake Worth Beach, Florida 33460	$ 352,000.00	Nov-19	
888 Intracoastal Drive - 18" FM Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 75,830.00	Nov-19	Dec-19
Mills Pond Park Gravity Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 26,250.00	Oct-19	Dec-19
SE 3rd Ave Water Main Replacement	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 225,169.00	Nov-20	
SE 40th Ave & th St. Stormdrain Repair CIPP	Road repairs at SE 40th Ave & 8th St.	Okeechobee County Road Department				408 NW 2nd St., Okeechobee, FL 34972	$ 15,804.00	Jun-19	Jul-19
Gravity Sewer Main Lining	Gravity sewer main lining in lift stations #12, #13 and #20 basins	City of North Lauderdale	Shani Grant	954-597-4754	sgrant@nlauderdale.org	701 SW 71st Ave., North Lauderdale, FL 33068	$ 276,000.00	Jul-19	
Trenchless Pipe Rehabilitation Services - Low Bid On One Structure	Trenchless pipe rehabilitation for Structure 735511	City of Palm Coast	Carmelo Morales	386-986-4776	CMorales@palmcoastgov.com	160 Lake Ave, Palm Coast, FL 32164	$ 149,240.00	Nov-19	
Replacement of Pump Station D-38	Furnishing of all labor, materials, equipment, services, and incidentals for the additions and modifications of the submersible Pump Station D-38	City of Fort Lauderdale	Raymond Rammo	954-828-5990	rrammo@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 662,960.00	May-20	
95th Ave. N. Public Utilities Renewal	Labor, material, equipment, hoisting, supercision, startup support, anchors, incidentals, techincal submittals and closeout docs. HGI to provide: Storm sewer cleaning & CCTV for 280 LF of 12" medium cleaning & storm sewer CIPP lining of 280 LF of 12"	Collier County-Subcontract Work for Douglas N Higgins, Inc.	Anthony Silvestri	(305) 292-7889	asilvestri@higgins-eng.com>	4485 Enterprise Ave, Naples, FL 34104	$ 12,320.00	Aug-19	Oct-19
Lantana Airport CIPP	Clean, TV and CIPP Line 5 shots of 18" and 24" Storm Drain. 403 LF of 18" and 134 LF of 24".	Sunline Civil Construction	Jimmy Bradley			640 SW Bittern St, Palm City, FL 34990	$ 44,250.00	Sep-19	Dec-19
Kilbourne - Storm CCTV	CIPP of 18" storm line	Kilbourne & Sons Paving	Steve Dolen	561-498-7040		2201 SW 35th Ave, Delray Beach, FL 33445	$ 26,900.00	Sep-19	
Lift St	Lift Station rehab to convert existing station from WW/RW Configuration to Above ground					2725 Judge Fran Jamieson			

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Emergency Flood Control Pumping	Emergency pumping for flood control on the Federal Aid Highway segments as well as local roads and roadways within Brevard, Flagler, Volusia, Marion, Seminole, Sumter, Lake, Orange and Osceola Counties specifically assigned by the Florida Department of Transportation (FDOT), District Five. The Contractor shall provide all labor, materials and equipmen for mobilization, operation and maintenance of a temporary pumping system intended to provide flood relief during or after a hurricane.	Florida Department of Transportation	Jennifer L. Smith	586-943-5367	Jennifer.smith2@dot.state.fl.us	719 S. Woodland Blvd. DeLand, Florida 32720	$ 1,547,500.00	Sep-19	
Emergency MLS Bypass	Emergency Mobilization/Demobilization AfterHours (Sunday) and bypass pumping	City of Clewiston				115 W. Ventura Avenue Clewiston, FL 33440	$ 6,350.00	Sep-19	Oct-19
LS #1 - Emergency CP Replacement	Demo damaged control panel, antenna tower, FPL meter and water service Provide and install new control panel, conduit, wire and pad. Provide and install new 24' Rohn antenna tower and concrete base Provide and install new 200A, 3 Phase meter can and SS disconnect. Provide new FPL service run to handhole Provide and install new antenna and cable. Rewire existing pumps, transducer and floats	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 68,300.00	Oct-19	
Haines City 15"	Clean & TV lines, CIPP 258 LF of 15" gravity sewer main	Pospiech Contracting	Gary Bracken	352-726-3940 EXT. 216	gbracken@pospiechcontracting.com>	201 S Apopka Ave, Inverness, FL 34452	$ 28,402.00	Oct-19	Dec-19
3300 NE 36th St., Ft. Lauderdale,-Coral Ridge Towers East	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumber.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	$ 13,200.00	Dec-19	Dec-19
10200 W SR 84, Favie FL	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumber.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	$ 2,841.00	Dec-19	
Piper Landing Pipe Lining	Clean & TV lines CIPP of 18"-60"	Piper's Landing Yacht & Country Club				6160 SW Thistle Terrace, Palm City, FL 34990	$ 118,460.00	Dec-19	
Taft Street	Asphalt removal and excavation in area of interest. Includes only a 20'x5' area. If further excavation is needed additional costs will be applied. Excavation and exposure of damaged force main pipe, assumed to be 4" or smaller. Anything larger may result in additional costs. Repair Broken force main line, backfill and compact area. Prep site for asphalt application by others. Emergency Mobilization and MOT included. Proposal does not include any bypass pumping, permits, surveying or as-builts.	Noble Properties	Kim Hoglund	561-389-9549	KIM@NOBLEP.com	4280 Professional Center Dr., Suite 100, Palm Beach Gardens, FL 33410	$ 14,350.00	Dec-19	
Lift Station C-16 Rehabilitation	Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced.	Brevard County	Craig Helping	(321) 633-2089	Craig.Helpling@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	$ 207,800.00	Jul-16	Oct-16
Lift Station C-05 and Force Main Replacement	Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 872,000.00	Jul-15	Dec-15
Lift Station M-06 Replacement	installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 439,495.00	Sep-15	Nov-15
Relocation of Lift Station M-05 Panel	Relining of lift station M-5	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 6,590.00	Apr-14	May-14
LS R1 & R6	Lift Station rehabilitations	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 20,774.40	Jan-12	Mar-12
LS #4 & #47	High pressure water blasing, bypass, remove and install HDPE risers	City of Altamonte Springs	James Wickert	(407) 57-5860	Jpwickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	$ 6,842.00	Oct-13	Nov-13
Manhole Rehabilitation 2012	Manhole rehabilitations	City of Altamonte Springs	James Wickert	(407) 57-5860	Jpwickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	$ 13,446.90	Oct-12	Sep-12
LS #3	Rehabilitation & lining	City of Atlantis	Mo Thornton	(562) 965-1744	mthronton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 119,420.00	Aug-13	Oct-13
Misc Drainage Repairs		City of Atlantis	Mo Thornton	(562) 965-1744	mthronton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 66,545.00	Oct-16	Nov-16
Manhole Rehabilitation August 2013	High pressure water blasting, coating, .5" layer build back, reset manhole casting within asphalt, re-construct existing manhole benching	City of Bartow	Ken Absher	863-534-0100	kbasher.pw@cityofbartow.net	450 N Wilson Ave., Bartow, FL 33830	$ 44,990.76	Sep-13	Oct-13
M-20 Lift Station	Rehabilitation of master Lift Station	Brevard County/Merritt Island	Bill Cowan	(321) 617-7390	bill.cowan@brevardcounty.us	2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940	$ 213,250.00	Feb-11	Apr-11
Lift Station M-20	Rehabilitation of Lift Station M-20	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 158,777.00	Jan-14	May-14
Cape Canaveral Lift Station No. 1 Improvements	Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals.	City of Cape Canaveral	Lonnie Dunn	(321) 868-1240	l.dunn@cityofcapecanaveral.org	601 Thrum Blvd, Cape Canaveral, FL 32920	$ 164,743.11	Nov-13	Apr-15
Replacement of three Return Activated Sludge Pumps (RAS) Pumps	install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility	City of Cocoa Utilities	Don Stevens	(321) 433-8744	rstevens@cocoafl.org	65 Stone Street, Cocoa, FL 32922	$ 89,987.00	Jan-13	Jul-13
Manhole Rehabilitation	Manhole rehabilitation, 4' lining, excess surface loss, reconstruction of manhole benching, removal of existing coating	City of Cooper City	Kerri Fisher	(954) 454-4300		11791 SW 49 STREET COOPER CITY, FL 33330	$ 11,480.00	Oct-14	Nov-14
Lift Station Rehabilitation Project 2014	Rehabilitation to various lift stations across the City	City of Coral Gables	Margie Gomez	(305) 460-5103	mgomez@coralgables.com	405 Baltimore Way, Coral Gables, FL 33134	$ 180,508.32	May-14	Mar-15
2014 Rehabilitation of Lift Stations	Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 444,240.00	Nov-14	Apr-15
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Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation of Lift Stations 2018	Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 376,798.00	Apr-17	Aug-18
Lift Station Rehabilitation 2013	Rehabilitation of lift station #60	City of Delray Beach	Harold Williams	(561) 243-7161	hwilliams@ci.delray-beach.fl.us	100 NW 1st Ave, Delray Beach, FL 33444	$ 29,750.00	Jun-13	Jul-13
Manhole Piggyback	Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area.	City of Delray Beach	Scott Solomon	(561) 243-7161	ssolomon@ci.delray-beach.fl.us	434 S. Swinton Avenue, Delray Beach, FL 33444	$ 25,940.00	Mar-15	Nov-14
Lift Station and Manhole Rehabilitation 2014 Project	Lift station and manhole rehabilitation	City of Lake Wales	Rendall Britt	(863) 678-4114	abuckner@cityoflakewales.com	201 W. Central Ave. Lake Wales, Florida 33853	$ 259,644.62	Apr-14	Sep-14
South Water Treatment Plant Improvements	Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and al other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation	City of Mulberry	John Wright	(863)425-1125	jwright@cityofmulberryfl.com	500 S.W. 2nd Street Mulberry, FL 33860	$ 2,143,000.00	Feb-14	Dec-15
Lift Station No. 34 Pump Rehabilitation	High pressure water blasting, furnish/install 3 inflatable plugs in two, 8" inverts, one 10" invert, coating work, reinstall existing pump base, furnish and install 4" pipe, check calve and gate valve and replace all conduitys from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8" holes & removal of unforeseen concrete	City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	1300 Ninth Street St. Cloud, Fl 34769	$ 33,894.00	May-13	Jun-13
Turtle Creek Forcemain & Lift Station No. 84		City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	$ 12,900.00	May-13	Nov-13
Manhole Rehabilitation	Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed	City of St. Pete Beach	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	$ 24,990.00	May-12	Aug-12
Lift Station 107 Rehabilitation	convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration	City of Sunrise	Gregg Bagnall	(954) 572-2274	GBagnall@Sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, Florida 33351	$ 494,176.66	Feb-16	Jun-16
Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe	Annual contract for wastewater gravity sewer rehabilitation by CIPP	City of Tampa	Jim Greiner	813-274-8598	Jim.Greiner@tampagov.net	306 E Jackson St #280A4N, Tampa FL 33602	$ 1,048,495.00	Feb-15	Feb-16
Manhole Rehabilitation - Rebid	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	James Wheaton	(727) 942-5615	jweaton@ctsfl.us	324 East Pine Street Tarpon Springs, Florida 34688-5004	$ 18,525.00	Mar-16	Apr-16
Lift Stations Upgrades	Rehabilitation of the wet wells of four lift stations.By-pass pumping and control of sewage flows for the duration of the wet well rehabilitation work.	City of Titusville	Jimmy Gager	(321) 383-5767		555 South Washington Avenue, Titusville, Florida 32796	$ 73,435.00	Mar-12	Apr-12
Lift Stations Nos. 6, 7, 8, & 9 Rehabilitation	Rehabilitation of mentioned lift stations	City of Treasure Island	Mike Helfrich	(727) 574-4575	mhelfrich@mytreasureisland.org	108th Ave., Treasure Island, FL 33706	$ 884,000.00	Aug-16	Dec-16
Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility	repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 424,770.00	Sep-12	Feb-13
Lift Station Rehabilitation Phase II	refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20	City of Weston	Sabrina Baglieri	(954) 385-2000	sbaglieri@cdlvin-giordano.com	17200 Royal Palm Blvd, Weston, FL 33326	$ 1,127,059.28	Sep-12	Mar-13
Phipps Park Booster Pump Station Rehabilitation & Modifications	Booster Pump Station Rehabilitation & Modifications	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St. 5th Floor, West Palm Beach, FL 33401	$ 219,033.50	Aug-11	Apr-12
7th St. SW RWBS Pump and VFD Replacement		Collier County	Nicole Parker	(239) 252 - 4270	nicoleparker@colliergov.net	3327 Tamiami Trail E, Naples, FL 34112	$ 653,400.00	May-13	Mar-14
Lift Station #30 & #32 Rehabilitation	Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves.	Coral Springs	Steve Seigfried	(954) 796-6658	steves@fladistricts.com	10300 NW 11th Manor, Coral Springs, FL 33071	$ 97,710.00	Aug-12	Oct-12
Cudjoe Regional Wastewater Inner Islands Collection System	Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FP&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.)., all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI.	Cudjoe Inner Islands	David Tegreen	772-834-9498	DTegreene@fkaa.com	2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073	$ 2,313,374.02	Aug-13	Sep-16
Mad Hatter Linda Lakes I & I Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Michael Wilson	(239) 543-1005	mwilson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 68,700.00	Sep-14	Nov-14

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation & Improvements to Master Lift Station 01	Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with provided and installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and remounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system	Florida Governmental Utility Authority (FGUA)	Dwight Perry	(239) 543-1005	Dperry@govmserv.com	5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917	$ 239,180.00	Jul-18	Sep-18
Seven Springs Blvd and Humboldt Ave. I & I Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 99,290.00	Nov-14	Jan-15
Seven Springs / Pasco County Replacing Project & Aloha Gardens Glean & TV Collection System	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 48,096.00	Aug-15	Oct-15
South Hutchinson Island Repump #2 Station Modifications	Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank	Fort Pierce Utility Authority	Keith Stephens	(772) 466-1600	kstephens@fpus.com	206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950	$ 679,152.23	Jan-13	Dec-15
Lift Stations 23, 87, 117 and 212 Rehabilitation	Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace.	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	$ 28,980.00	May-12	Aug-12
Simmons Road Drain Repair	install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner, inspect the host pipe	Nassau County	David Hearn	(904) 491-7377	dhern@nassaucountyfl.com	96161 Nassau Place, Yulem FL 32097	$ 250,000.00	Mar-15	Apr-15
Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations	Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate. Elbow and Guide Rails, Furnish and Install PVC. ETC.	Palm Beach County	Joseph Tanacredi	(561) 493-6005	jtanacredi@pcbwater.com	8105 Forest Hill Blvd, West Palm Beach, FL 33413	$ 419,578.00	Jan-13	Dec-16
Wastewater Lift Stations Rehab	Installation of 8 new list stations all new pumps and control panels at all stations, along with new antenna and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 2,172,785.00	Oct-12	Oct-14
Strategic Wastewater Infrastructure project Sewer Collection	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads	Palm Beach County	Joseph Tanacredi	(561) 493-6001	jtanacredi@pcbwater.com	8101 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,918,320.00	Jan-18	Dec-18
Control Panel LS 8102	Install control panel at lift station 8102	Palm Beach County	Joseph Tanacredi	(561) 493-6002	jtanacredi@pcbwater.com	8102 Forest Hill Blvd, West Palm Beach, FL 33413	$ 14,950.00	Jun-13	Aug-13
Lift Station Rehabilitation South Service Area – Phase II	Install 2 new pumps	Palm Beach County	Joseph Tanacredi	(561) 493-6004	jtanacredi@pcbwater.com	8104 Forest Hill Blvd, West Palm Beach, FL 33413	$ 308,322.81	Apr-14	Jan-15
I & I Improvements		Palm Beach County	Joseph Tanacredi	(561) 493-6006	jtanacredi@pcbwater.com	8106 Forest Hill Blvd, West Palm Beach, FL 33413	$ 550,690.00	Nov-13	May-14
Belle Glade Sewer I & I Improvements		Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$1,343,343.00	Feb-15	Jul-15
Sanitary Sewer & Lift Station Wet Well, Repairs		Palm Beach County WUD	Pollop Phonpronwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,488,751.00		
Lift Station #10 rehabilitation	Project includes new valve vault, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with refratta along with two closest manholes to lift station.	City of St. Pete Beach	Ian Wade	(727) 363-9254	ian.wade@stpetebeach.org	115 Corey Avenue, St. Pete Beach, FL 33706	$ 116,112.00	Mar-12	Sep-12
E-3 Force main Rehabilitation	E-3 Force main Rehabilitation from Garden Road to Cherry Lane,	Town of Palm Beach	Michael Roach	(561) 838-5440	mroach@townofpalmbeach.com	951 Old Okeechobee Rd, West Palm Beach, FL 33401	$ 1,205,730.00	Jul-14	Nov-14
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station	Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work inclused the complete rehabilitation of three existing pump stations.	Village of Palm Springs	John Rouse	(561) 965-4010	Jrouse@vpsfl.org	226 Cypress Lane, Palm Springs, FL 33461	$ 586,102.00	Jan-18	Jun-18
Continuing Contract for Wastewater Gravity Lines Rehabilitation	Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form Lining method	Palm Beach County WUD	Hassan Hadjimary	(561) 493-6000	hhadjimary@pcbwater.com	8100 Forest Hill Blvd. West Palm Beach, FL 33413	$ 2,331,350.00	Nov-14	Mar-17
Deerfield Rehab Lift Stations	4 Lift Station dry can conversions	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 391,710.00	Dec-17	Mar-17
Lift Station 41 Upgrades	Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, onsite discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work.	City of Winter Garden	Jim Monahan	(407) 656-4111	jmonahan@cwgdn.com	300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787	$ 382,420.95	Oct-17	Jul-18
Ponte Verdra Sanitary Sewer Manhole Rehabilitation - Group 1 Master Contract	Rehabilitate 49 sanitary sewers manholes	St. Johns County	James Overton	(904)209-2614	joverton@sjcfl.us	1205 State Road 16, St. Augustine, FL 32084	$ 210,288.50	Oct-17	May-18
Ponte Verdra Sanitary Sewer MH	Rehabilitate fifty (50) sanitary sewers manholes	Board of County Commissioners St. Johns County Florida	James Overton	(904) 209-0150	joverton@sjcfl.us	500 San Sebastian View St. Augustine FL 32084	$ 190,574.00	Dec-17	May-18
Lift Station C-18 Rehabilitation	installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 310,932.50	Nov-17	Jan-18
Lift St					owen.callard@bervardfl	2725 Judge Fran Jamieson			

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station V-10 Rehabilitation	Rehabilitation of the existing LiftStation V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections.	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 236,500.00	Jun-17	Jul-17
M-08 Lift Station Replacement	Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, above-grade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing Lift Station M-08 wet well to a manhole	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 354,000.00	May-17	Nov-17
Lift Station 7 & 8 Improvement	Lift Station Improvements	City of Clearwater	Jeff Walker	(727) 562-4827	Jeff.walker@myclearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	$ 1,064,030.00	Oct-17	Aug-18
Master Pump Station Rehabilitation	Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration	City of Clewiston	Danny Williams	(863) 983-1484	danny.williams@clewiston-fl.gov	115 W Ventura Ave, Clewiston, FL 33440	$ 997,356.30	May-17	Apr-18
Lift Station T-26 Rehabilitation	Rehabilitation of Lift Station T-26 to include rehabilitation of existing wet well demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation	Brevard County	Craig Helping	(321) 633-2089	Craig.Helpling@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	$ 128,450.00	Jan-18	Jun-18
Lift Station T-26 Rehab	Rehab of Lift Station including pipes, pumps, and electrical	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 148,450.00	Jan-18	Jun-18
Lift Station S-05 Rehab	Install of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 467,500.00	Apr-18	Aug-18
Master Lift Station Generator Replacement	Remove existing generator and turn over to owner, Remove all wiring associated with existing generator system between generator and ATS and replace with new, Provide new 80kW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer	City of Atlantis	Joseph Kusnir	(561) 242-0028	stormwaterj@gmail.com	260 Orange Tree Drive, Atlantis, FL 33462	$ 57,100.00	Jan-18	Feb-18
Master LS Generator Replace	Installation of a generator at the master lift station	City of Atlantis	Mo Thornton	(561) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 57,100.00	Jul-17	Feb-18
Australian Ave Sanitary Sewer & Parking Lot Improvements	Gravity sanitary sewer replacement, pavement removal and reconstruction	Town of Palm Beach	John Cairnes	(561) 838-5440	john.cairnes@mockroos.com	951 Okeechobee Drive, West Palm Beach, FL 33401	$ 228,580.00	Jun-17	Oct-17
Wastewater Lift Station No. 8 & 16	Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation	City of St. Pete Beach	Ian Wade	(727) 363-9254	iwade@stpetebeach.org	155 Corey Avenue, St. Pete Beach, Florida 33706	$ 544,431.43	Apr-17	Dec-17
Melaleuca & Kirk Road	Remove and Replace approximately 270LF of 60" RCP with new headwall south of the intersection of. Kirk Rd and Melaleuca Lane.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 198,000.00	Aug-17	Nov-17
WO #10 Woolbright Inlets	Remove and replace 24' of 18" RCP piping and type P6 inlet top and bottom approcimately 8' deep within edge of roadway	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 98,000.00	Apr-17	Jun-17
WO #12 Aladdin	Remove and Replace approximately 76LF of 36" RCP at 3860 Aladdin Avenue.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 75,200.00	Feb-17	Mar-17
WO #13 Kirk storm part 2	Rehabilitation of approximately 447 LF of 48 - 60"" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 171,700.93	Jul-17	Sep-17
WO#16 Lyon Forest Hill	Drainage Improvements per project scope and drawings	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 101,659.32	Jun-18	Sep-17
WO #18 Florida Blvd	Drainage Improvements 24"	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 50,461.06	Jul-17	Aug-17
WO#19 Riverside	Drainage Improvements 18", Driveway and Curbing Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 58,250.00	Aug-17	Sep-17
Riverside	Drainage Improvements 18", Asphalt Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 31,395.30	Aug-17	Nov-17
Lift Station #22 - S&L Replacement	Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 59,580.00	Aug-17	Feb-18
Lift Station M18	Rehabilitation to lift station M-18	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 123,700.00	Aug-17	Nov-17
Lift Station #1 Rehabilitation	Lift Station #1 Rehabilitation	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmyser@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	$ 510,000.00	Sep-17	Feb-18
Lift Station 7 -17WW07	Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmyser@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	$ 289,000.00	Nov-17	May-18
Seminole County 10 LS Rehab 2017	Rehabilitation to 10 lift stations across the County	Seminole County	Jeff Lane	(407) 665-2558	jlane@seminolecountyfl.org	4903 Wayside Dr, Sanford, FL 32771	$ 539,636.66	Oct-17	Nov-17
Palm Beach County Lift Station Rehat Contr									

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Replacement Lift Station 21	Replacement of Lift Station 21	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 520,568.78	Sep-17	Mar-18
Pipe Draining and Video, And Drainage Repair on Various State Roads	Drainage repair district wide	FDOT	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 306,580.00	Oct-17	Jun-17
Lift Station T-04 Rehab	Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 195,172.81	Jul-18	Nov-18
Lift Station 29 Replacement	to provide maintenance and construction for water, wastewater and reuse projects	City of Altamonte Springs	Karen McCullen	407-571-8335	kmccullen@altamonte.org	225 Newburyport Avenue, Altamonte Springs, FL 32701	$ 850,000.00	Sep-16	Jul-17
2016 Telemetry Information Management System Upgrade	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,462,251.50	Feb-17	Aug-18
Greenacres Drainage Improvements	Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue	City of Greenacres	Zach Gamble	(561) 642-2013	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, FL 33463	$ 311,148.50	Jun-17	Oct-17
2017 Storm drain Pipe Lining	perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes	City of Ormond Beach	Alex Schumann	(386) 676-3306	Alex.Schumann@ormondbeach.org	22 South Beach Street, Ormond Beach, FL 32174	$ 268,210.00	Mar-17	Jul-17
Lining - 16-092	10,000 LF Lining	Palm Beach County WUD	Pollop Phonpornwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 99,621.50	Nov-16	Apr-17
Lift Station 139 Minor Rehab	Lift Station 139 Minor Rehab	City of Sunrise	Joe Mazzella	(954) 572-2277	jmazzella@cityofsunrise.gov	14150 NW 8th St, Sunrise, FL 33325	$ 41,200.00	Apr-18	May-18
Sand Dollar LS 3 & 4 Repairs	Improvements to the Sand Dollar 3&4 Lift Station	St. Johns County Utility Department	James Overton	(904) 209-2614	joverton@sjcfl.u	1205 State Road 16, St. Augustine, FL 32084	$ 119,490.00	Jul-18	Sep-18
Lift Station #44 - CWPB	install vertical pumps, motors, and pump control valves, including all accessories	City of West Palm Beach	Yanice Mercado	561-494-1061	YMercado@wpb.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 838,153.00	May-18	Sep-19
Blue Cypress Lake Rd Culvert	replacement of an existing culvert crossing; Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control	Indian River County	Kristen Leiendecker	(772) 226-1416	kleiendecker@ircgov.com	1800 27th Street, Vero Beach, FL 32960	$ 176,000.00	Apr-18	Jun-18
Lift Station # 3 - Lining	Gravity sewer main lining in lift station #3 basin area	City of North Lauderdale	George Krawczyk	(954) 597-4754	gkrawczyk@nlauderdale.org	701 Southwest 71st Ave, North Lauderdale, FL 33068	$ 136,609.00	Mar-18	Oct-18
Earman River Trans Pump Stat	Install a water detection switch in the main mops pump station; install a manufactured pump station in a fiberglass wet well with 2 40 HP main water pumps	Village of North Palm Beach	Adam Swaney	(561) 691-3442	aswaney@engenuitygroup.com	501 US Highway One, North Palm Beach, FL 33408	$ 346,680.00	Aug-18	Sep-18
Manhole Rehab - Tarpon Springs	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	Rodney Rainey	(727) 942-5615	rrainey@ctsfl.us	324 East Pine Street, Tarpon Springs, FL 34688	$ 33,975.00	May-18	Jul-18
Emerg Sewer Repair - Seaport	Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. ($2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at $500/hour.)	Village s of Seaport Condominium Association Inc.	Betty Walsh	(321) 748-6400	VOS-Manager@cfl.rr.com	120 Seaport Blvd, Cape Canaveral, FL 32920	$ 6,500.00	Apr-18	May-18
Rock Creek Manholes	Manhole Coating	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 19,665.00	Apr-18	May-18
Utilities Complex Electrical	Electrical work utl storage building	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 19,780.00	May-18	Jun-18
Lift Station #16 Piping	LS Piping	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 14,520.00	May-18	Jun-18
Emergency - Belle Glade SEPTIC	Emergency - Belle Glade SEPTIC	Palm Beach County WUD	Gerado Castellano	(561) 493-6033	gcastellano@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,325.00	Jun-18	Jul-18
Garden Lakes	Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair	Seminole County	David Omberg	(407) 665-5699	domberg@seminolecountyfl.gov	500 West Lake Mary Blvd, Sanford, FL 32773	$ 86,702.00	May-18	Jun-18
Top Slab Replacement	8' diameter concrete top slab, H-20 hatch	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 8,700.00	Jun-18	Jul-18
Construction Services for Brighton Reservation	Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation	Seminole Tribe of Florida	Emran Rahaman	(954) 966-6300	emranrahaman@semtribe.com	6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024	$ 100,706.00	Feb-19	Apr-19
Lift Station No. 4 Minor Rehabilitation	Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electricalequipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements	City of Sunrise	Mark Pacitti	(954) 572-2272	mpacitti@sunrisefl.gov	10770 West Oakland Park Blvd. Sunrise, Florida 33351	$ 89,947.20	Jan-19	Feb-19
Water and Sewer Lines Abandonment Project	abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants	City of Lauderdale Lakes	Masqood Nasir	(954) 535-2700	mmnasir@lauderdalelakes.org	4300 NW 36th Street Lauderdale Lakes, FL 33319	$ 81,981.41	Jan-19	Jul-19
Lift Station 383 - Rehabilitation	Lift station rehab for #83, Is required to remove the existing leaking wet well liner, repair leaks and coat well.	City of Miramar	Jim Frawley	(954) 602-3115	jfrawley@miramarfl.gov	2300 Civic Center Place Miramar, FL 33025	$ 52,862.00	Apr-19	May-19
Gravity Sewer	Gravity sewer main claning, bypass pumping, install of 11,017 LF of 8" CIPP liner	City of Zephyrhills	Mike Perry	813-780-0000	Mperry@ci.zephyrhills.fl.us	39825 Alston Ave Zephyrhills, FL 33542	$ 343,828.31	Oct-18	Dec-18
Big Crest Haven LS Rail Replacement	Remove and replace SS guide rails and brackets vaccum truck (for cleaning)	Village of Palm Springs	Andrew Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	$ 9,330.00	Feb-19	Feb-19
Lift Station 5133 Emergency Repairs	Remove and Replace - (3) -10" Riser Pipes from the Base Elbow up to the Check Valve - Triplex Remove and Replace T- Rails Supply and Install 24"-30" Plug Re-Anchoring of the Elbows as needed	Palm Beach County WUD	Gerardo Castellano	561-493-6033	GCastellano@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 57,200.00	Jan-19	Feb-19
Palm beach traveler RV Park	Emergency removal and replacement of up to 10 LF of 8" sewer pipe in the Palm Beach Traveler Park.	Palm Beach Trailer RV Park	Bob Wolf	216 905 6202	Info@palmbeachtravler.com	6159 Lawrence Rd Lake Worth, FL 33462	$ 27,800.00	May-19	Jun-19
Lift Station S-08 Replacement	The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station S-08 Replacement, as prepared by Honeycutt &	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl	2725 Judge Fran Jamieson	$ 468,250.00	Aug-18	Aug-19

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

Hinterland Group Inc
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

As of: 12/18/2020
CIPP Roster: Position, Experience, Expertise, Licenses

Name	Position	Years of Experience	Expertise	Licenses
Kaj Rasmussen **Percentage of time Assigned to Work:** - As Needed	Operations Manager	23	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT
Butch Forrester **Percentage of time Assigned to Work:** - As Needed	Project Manager	22	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT Geophysical Survey
Gerardo Pulido **Percentage of time Assigned to Work:** - As Needed	Superintendent Foreman	26	Vac Truck Operation Liner Installation Liner Curing	CDL TANKER FDOT MOT
Carlos Angulo **Percentage of time Assigned to Work:** - As Needed	Laborer	3	Liner Curing Liner Installation	FDOT MOT
Yasmani Perez **Percentage of time Assigned to Work:** - As Needed	Laborer	3	Liner Curing Liner Installation	CDL Tanker Cert Hazmat Cert
Guillermo Falcon **Percentage of time Assigned to Work:** - As Needed	PACP Specialist	18	CCTV Robotic Service- Grouting / Pressure Testing Reconnection	PACP CDL
Jaime Pereira **Percentage of time Assigned to Work:** - As Needed	Boiler Operation- Manager	3	Liner Curing Vac Truck Operation Liner Installation	CDL Tanker Cert
Ivan Pulido **Percentage of time Assigned to Work:** - As Needed	Robotics Operator / Mechanic Laborer	11	Liner Curing, Liner Installation Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	CDL

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

As of 2-15-21

Installed Liner Quantities

	Avg Diameter	Total Footage Installed
Palm Beach County / R&B	8.581362613	255746
Homestead	7.8203125	20525
Lake Park	32.33333333	1298
Cypress Lakes HOA	27	822
Winter Springs FDOT-E5U37	34	672
City of Palmetto	18	93
Charlotte County	24.93280632	29566
FDOT Martin County	19.5	1877
Desoto	24	157
Bradenton	9.096153846	10127
Delray	9.629411765	25139
Lauderdale by the Sea	8.665322581	19293.9
Golden Bear Properties	27	858
Ormond Beach	20	2842
Clay County	34.90909091	1525
Cape Coral	8.177884615	15054
Manatee County	21.63043478	13441
Riviera Beach	8	1298
Tampa	10.20673077	26181
City of West Palm Beach	14.39615385	20499
Clearwater	10.05421687	28225.7
Zephyrhills	8.623853211	34633
Lake Worth	12.75	1722
Bartow	15.875	509
Maitland	8	1144
Nassau County	36	995
Mangonia Park	8	12795
Village of Golf	9.694444444	2309
Town of Lantana	10	20000
Lantana Airport	19.2	606
FGUA	8	6000
City of Lake City	12.25	8856
Seminole County	10.55147059	17020
Colonial Estates HOA	8	3500
City of Maitland	8	2136
Sebring	8	1685
Miramar	9	375
N Lauderdale	7.875	24873

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Palm Beach Gardens	26.76923077	1379
Polk County	20.22222222	37992
Loxahatchee River/Jupiter	10.74202128	29140
Martin County	26.47058824	5229
Mulberry	8.833333333	3391
Stuart	9.022727273	3329
Seminole Tribe	8	3353
Hickory Ridge	18	92
Fort Lauderdale	19.36363636	1592
FLO-TECH FDOT	18.85714286	463
Cypress Lakes	23.28358209	7087
Dade County (Miami)	7.822222222	22722
River Ridge	18	510
Santa Rosa County	39.53846154	981
Okeechobee	24	63
Naples	12.25	14092
Cooper City	7.708333333	9344
Pensacola ECUA	8.2265625	30340
Palm Coast	44	828
Orange County	8.049479167	79380
Pipers Landing	28.5	750
Coral Ridge	23.57142857	916
Largo	8.34375	21964
Lantana	12.425	2577
Lands End	18	32
FPL	18	356
Lee County	27	972
Tequesta	25	2352
Sarasota	7.954545455	9528
Maestre	7.75	352
Titusville	25.90909091	3952
Lakewood Villas	7.75	387
Ocean Ridge	8.875	500
Palm Bay	24	188
Brevard	25.5	266
SWA Leachate	12	470
Englewood	7.75	10382
St Lucie	18	80
Lauderdale Marine	15	236
Georgetown	24	688
Goldsboro	7.75	3502
Newberry	7.75	1405
Wellington	17.57142857	2832
TOTAL FOOTAGE		**930391.6**

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Hinterland Group Inc.
2051 w Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 640-3503

Date: 7/13/2020

Personnel Resume's		Years of CIPP Experience
Field Superintendent	Kaj Rasmussen	29
	Dario Montanez	29
Installation Foreman	Israel Pulido	25
	Leo Rivera	10
	Tim Mulligan	28
Boiler Tech	Luis Martinez	4
	Calixto Oyaga	20
	Alberto Martel	2
Lateral Cutter	Brian Catlin	5
	Pedro Montanez	18
	Nelson Colón Santiago	10
	Butch Forester	22
CCTV Inspection	Marvin Vicente	5
	Matthew Livermore	4
	Geimar Pino	7
CCTV Inspector	Brett Konchak	5
	Cory Nidetz	3

Prepared By: Brett Konchak- CIPP Director of Operations

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at **(561) 640-3503**

REFERENCE LIST

Owner	Project Title	Completion Date	Contact Information	Cleaned, Televised and Lined Linear Footage	Diameters
Palm Beach County Water Utilities Department	12-063, 14-088, 16-092, 17-016, 16-092	On going	Contact: Pollop Phonpornwithoon Phone: 561-493-6154 PPhonpornwithoon@pbcwater.com	255,746	8"-24"
City of Clearwater	Sanitary Sewer Rehab – Section A CIPP – Annual Contract	Annual Contract held since February, 2015	Contact: Rose Lara Phone: 727-224-7062 Rose.Lara@myClearwater.com	28,225	8" to 24"
Palm Beach Gardens	StormWater Project	On Going	Contact: Daniel Widdick 561-804-7044 dwiddick@pbgfl.com	1,379	12"-36"
Polk County	Storm Water Project	On Going	Contact: Doug Gable 863-535-2285 DougGable@polk-county.net	37,992	15"-36"
Charlotte County	Storm Sewer Rehab.	On Going	Contact: Randy Vowell 641-575-3680 Randy.Vowell@charlottefl.com	24,566	12"-72"
N Lauderdale	I&I Program	On Going	Contact: George Krawczyk, P.E., CFM 954-724-7070 gkrawczyk@nlauderdale.org	24,873	8"-10"
Manatee County	Storm Improvements	On Going	Contact: Clint Rimer 941-708-7430 clint.rimer@mymanatee.org	13,441	12"-36"
Martin County	Stormwater Infrastructure	On Going	Contact: Nick Muzia 772-288-5761 nmuzia@martin.fl.us	5,229	12"-60"
Zephyrhills	I&I Program	Jan, 2017	Contact: Joey Theel 813-780-0006 JTheel@ci.zephyrhills.fl.us	34,633	8"-12"
City of Naples	CIPP Lining	On Going	Contact: Bob Dorta 239-213-5117 rdorta@naplesgov.com	14,092	12"-36"
City of Largo	CIPP Lining	On Going	Contact: Brian Highnote 727-587-6713 X 4402 bhighnote@largo.com	21,964	12"36"
Town of Palm Beach	E-3 Forcemain Rehabilitation	November, 2014	Contact: Doug Terry Phone: 561-838-5440 Dterry@townofpalmbeach.com	6,000	12" Force main
Town of Lantana	CIPP and Manhole Rehab 2015	June, 2015	Contact: Darrell Blom Phone: 561-540-5750 Dblom@lantana.org	20,000	8" to 12"
City of Delray	CIPP Lining	On going	Contact: Spencer Britt Phone: 561-243-7164 Britt@mydelraybeach.com	25,139	8"-12"
Ormond Beach	I&I Program	July, 2017	Contact: Alex Schuman 386-676-3306 Alex.Schumann@ormondbeach.org	2,842	12"-36"

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at **(561) 640-3503**

City of West Palm Beach	Master of Contract for Sanitary Sewer and Stormwater Piping CIPP	Annual Contract Held Since September 2015	Contact: Daniel Roberge Phone: 561-494-1053 Droberge@wpb.org	**20,499**	8" to 36"
Town of Mangonia Park	I&I Program	December, 2016	Contact: David Frodsham Phone: 561-681-5269 Dfrodsham@cgasolutions.com	**12,795**	8"
Lauderdale by the Sea	I&I Program	On going	Contact: Don Prince Phone: 954-640-4233 Email:DonP@lauderdalebythesea-fl.gov	**19,293**	8"-12"

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

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

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Hinterland Group Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #5 REHABILITATION
BID NO. RFP 21-WW-03

(To be completed in Duplicate)

Bidder's Name: Cain Enterprises LLC dba Engineering Solutions Internatio

Submitted: July 21, 2021

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

Dear Ms. or Sir

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.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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,

LIFT STATION #5 REHABILITATION

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:**

two hundred seventy four thousand nine hundred forty six dollars and twenty two cents
(In Words)

Dollars $ 274,946.22 (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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Section 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
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
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, 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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
NA			

Category II - Major Equipment Items:

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. NA			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

7-14-21

Name (signature) Date

Lee Cain

Name (typed and printed)

Director

Title

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: 7-15-21
Addendum No. 2 Dated: 7-16-21
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% of bid Dollars (5% of bid), made payable to City of Holly Hill (Owner).

Cain Enterprises LLC dba Engineering Solutions Internationa
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Lee Cain - Director
(Title of Officer)

Cain Enterprises LLC dba Engineering Solutions International
Name of Bidder

3780 NE 40th Place
Address

Ocala, FL 34479
City/State/Zip

(352) 390-6555
Telephone

CUC 048362 and CBC 045628
Contractor's Florida License Number

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

Fred Lane 2960 SE 36th Lane, Ocala, FL 34471

Lee Cain 116 Ledbury Dr., Longwood, FL 32779

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP_21-WW-03

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	**PRELIMINARY ITEMS**				
1	Mobilization/Demobilization	1	LS	$ 38,006.50	$ 38,006.50
2	Erosion and Sediment Control	1	LS	$ 6,396.04	$ 6,396.04
3	Preconstruction Video	1	LS	$ 1,420.00	$ 1,420.00
4	Field Locate and Expose Existing Utilities	1	LS	$ 1,420.00	$ 1,420.00
B.	**LIFT STATION**				
1	Bypass Pumping	1	LS	$ 4,092.37	$ 4,092.37
2	Demolition	1	LS	$ 10,594.00	$ 10,594.00
3	Complete Lift Station	1	LS	$ 145,986.36	$ 145,986.36
4	Electrical	1	LS	$ 36,212.33	$ 36,212.33
5	Gate Valve - 4" RS	1	EA	$ 865.62	$ 865.62
6	4" Epoxy Lined PC 250 DIP Force Main w/fittings	10	LF	$ 144.48	$ 1,444.80
7	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	$ 3,180.80	$ 3,180.80
8	DIP Fittings Add or Delete	500	LB	$ 13.19	$ 6,595.00
9	Permits and Allowances	1	LS	$5,000	$5,000
10	Lift Station As-Built Plans	1	LS	$ 3,550.00	$ 3,550.00
11	Open Cut and Repair Asphalt	10	SY	$ 113.60	$ 1,136.00
C.	**GENERAL**				
1	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk	50	SY	$ 116.44	$ 5,822.00
	b) 6" Thick Driveway/Pavement	10	SY	$ 174.66	$ 1,746.60
2	Sod - Argentine Bahia	100	SY	$ 14.20	$ 1,420.00
3	Compliance with Florida "Trench Safety Act"	1	LS	$ 1.00	$ 1.00
4	Unsuitable Material Excavation	1	CY	$ 14.20	$ 14.20
5	Crushed Rock or Shell Trench Subgrade Material	1	CY	$ 28.40	$ 28.40
6	Rock Excavation	1	CY	$ 14.20	$ 14.20
				BASE BID TOTAL	$ 274,946.22

Submitted by: Cain Enterprises LLC dba Engineering Solutions International
Contractor: Fred Lane
Address: 3780 NE 40th Place, Ocala, FL 34479
Telephone: (352) 390-6555 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information) CUC 048362
Licensee: Fred Lane License No: CBC 045628

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Mead & Hunt

Addendum No. 1

Project Name:	Lift Station #5 Rehabilitation	Client:	City of Holly Hill
Project Location:	Holly Hill	Client Representative:	Antoine Khoury, PE
Project Number:	1000710-200996.01	Mead & Hunt, Inc. Manager:	John Mischle
Date:	July 15, 2021	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

A. Bids will be received until July 21, 2021 @ 2:00 p.m.

B. Contractor shall have personnel with ability to respond to emergency at site within 30 minutes at all times until completion of bypass pumping operation.

C. Silt fence to be Triton, yellow, heavy duty PVC silt fence as manufactured by GEI Works or approved equal

II. SPECIFICATIONS – N/A

QUESTIONS

1. Holly Hill, LS 5, RFP21-WW-03 requires clarification regarding the mounting location of the SCADA system Pump controller. The drawing shows RTU as a separate enclosure, and our understanding based on Utility inputs is system should be mounted and integrated into the new control panel; please clarify.
   Answer: To be installed in new control panel

2. The DFS scope should decommission the existing RTU and antennas system once the by-pass is in place. Provide existing TCU to the awarded panel shop/contractor. Return for commissioning of new control panel and remount antenna and support system; please advise.
   Answer: Agree

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

3. Would GeoKrete geopolymer be approved as an equal to the calcium aluminate underlayment and epoxy topcoat composite system?
   Answer: No

4. What is the Engineer's estimate on this project?
   Answer: $288,860

5. How many copies are to be provided in the sealed bid? Page 5 states 3 copies and page 11 states 4 copies.
   Answer: Four (4) copies are required.

6. 22 13 29 – 4: Please confirm that factory performance tests are required. That is not typical for pumps of this small hp.
   Answer: Not required.

7. 22 13 29 – 6: Please note that field tests are typically for flow/head/amperage only and typically do not include efficiency, power consumption, etc.
   Answer: Acknowledged.

8. 22 13 29 – 8: Please note that the vibration survey and certified alignment are not applicable to submersible pumps.
   Answer: Acknowledged.

9. 33 32 20 – 2: On prior projects Holly Hill has required a 5-year, 100%, non-prorated warranty on the submersible pumps. This spec calls for a standard prorated warranty. Which is required?
   Answer: 5-year 100% non-prorated warranty

10. 33 32 20 – 4: Please note that the Sulzer pump model specified uses a vortex impeller, not the ContraBlock with self-cleaning wear plate.
    Answer: Acknowledged

11. With regards to the submersible transducer that is specified, I have been told by Holly Hill maintenance personnel that for this project they would like to use the DFS bubbler system in lieu of a submersible transducer. Please verify this change is to be made.
    Answer: Transducer and stilling well to remain

12. Regarding the DFS equipment that is specified:
    a. It is our understanding that a new DFS telemetry unit was recently installed at this site. Is the existing DFS unit being re-used, or is a new unit required?
       Answer: Re-used

    b. The plans show the DFS unit in a separate enclosure on the electrical rack. It is our understanding that the City of Holly Hill would prefer that the DFS unit be installed in the new

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pump control panel as they have done on other recent projects. Please clarify where the DFS controller is to be installed.
Answer: To be installed in new control panel

c. It is our understanding that the City of Holly Hill has a lease agreement with DFS for the telemetry equipment. With regards to the telemetry equipment for this project, can you please clarify what the contractor / vendors are responsible for what the City of Holly Hill handles directly with DFS?
Answer: Contractor is responsible for all interaction with Data Flow Systems and pump/panel manufacture/vendor to provide a complete working properly integrated telemetry system.

13. 33 32 20 – 17: Previous projects for Holly Hill have used a safety grate on the wetwell hatch. Please confirm that is desired for this project.
Answer: A safety grate is required for the wetwell hatch.

END OF ADDENDUM

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

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WW-03 for the Lift Station #5 Rehabilitation project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Joe Cain DIRECTOR
(NAME / TITLE)

9-19-21
(DATE)

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Mead & Hunt

Addendum No. 2

Project Name:	Lift Station #5 Rehabilitation	Client:	City of Holly Hill
Project Location:	Holly Hill	Client Representative:	Antoine Khoury, PE
Project Number:	1000710-200996.01	Mead & Hunt, Inc. Manager:	John Mischle
Date:	July 16, 2021	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

A. Bids will be received until July 21, 2021 @ 2:00 p.m.

B. Contractor shall have personnel with ability to respond to emergency at site within 30 minutes at all times until completion of bypass pumping operation.

C. Silt fence to be Triton, yellow, heavy duty PVC silt fence as manufactured by GEI Works or approved equal

II. SPECIFICATIONS

A. Section 33 01 30.83-13 Ancillary Lift Station Repair Items - Bypass Pumping has been revised and is included with this addendum.

QUESTIONS

1. Holly Hill, LS 5, RFP21-WW-03 requires clarification regarding the mounting location of the SCADA system Pump controller. The drawing shows RTU as a separate enclosure, and our understanding based on Utility inputs is system should be mounted and integrated into the new control panel; please clarify.
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b. The plans show the DFS unit in a separate enclosure on the electrical rack. It is our understanding that the City of Holly Hill would prefer that the DFS unit be installed in the new pump control panel as they have done on other recent projects. Please clarify where the DFS controller is to be installed.
Answer: To be installed in new control panel

c. It is our understanding that the City of Holly Hill has a lease agreement with DFS for the telemetry equipment. With regards to the telemetry equipment for this project, can you please clarify what the contractor / vendors are responsible for what the City of Holly Hill handles directly with DFS?
Answer: Contractor is responsible for all interaction with Data Flow Systems and pump/panel manufacture/vendor to provide a complete working properly integrated telemetry system.

13. 33 32 20 – 17: Previous projects for Holly Hill have used a safety grate on the wetwell hatch. Please confirm that is desired for this project.
Answer: A safety grate is required for the wetwell hatch.

14. In looking through the project specifications for the required operating point of the bypass pumping system I found two items that seem to be in conflict.

33 01 30.83-13

3.06 ANCILLARY LIFT STATION REPAIR ITEMS

A BYPASS PUMPING

1. If warranted to facilitate any aspect of the manhole or lift station restoration process, the Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 1,000 GPM at 50 psi. The Contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 1,000 GPM, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers, and internal and external check valve assemblies.

Answer: See revised Specification Section 33 01 30.83-13 issued with this addendum.

END OF ADDENDUM

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SECTION 33 01 30.83
WETWELL LINING SYSTEMS

PART 1 – GENERAL

1.01 SITE ACCESS

A. Accessibility to the master lift station shall be the responsibility of the Contractor, and all expenses associated with work site accessibility should be taken into consideration as part of the Contractor's bid preparation. Damage to existing pavement surfaces and base courses, and/or other surface improvements, as a result of the Contractor's activities, shall be restored to like-new condition by the Contractor at his sole expense. The Contractor shall implement all required measures to provide the Owner's personnel and equipment with complete access to all work site areas during the entire course of performing this project.

1.02 SCOPE OF WORK

A. The major elements of the proposed project work are summarized as follows: furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of an existing sewer lift station structure using a structural composite liner system. The composite liner system shall consist of both a high strength structural cementitious build-up layer and a corrosion resistant 100 percent (100%) solids epoxy coating system. The work includes mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.

1.03 INSPECTION OF THE WORK

A. The Engineer will provide construction observation services to monitor project quality and determine conformance of the work with the specifications. Each step of the work described herein is subject to inspection and approval by the Engineer prior to proceeding with subsequent phases of the work.

1.04 MATERIALS AND EQUIPMENT

A. All materials, equipment, and types of construction shall be in accordance with these Technical Specifications and shall conform to the requirements of all applicable laws, ordinances, and codes.

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B. All materials and equipment to be incorporated into the work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of the Engineer are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site.

1.05 EQUIVALENT PRODUCTS AND MATERIALS

A. If "Or Equal" products are allowed herein, then all material or equipment submitted for consideration as "Or Equal" to that specified must include sufficient written information and data to demonstrate that the material or equipment conforms to the Contract Document requirements. The Engineer shall be the sole judge as to whether or not such material or equipment is equal to that specified or required herein.

B. Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall furnish the specified material or equipment at no additional cost to the Owner.

C. Neither the approval by the Engineer of any alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required by the Contract Documents.

1.06 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

A. The Contractor shall deliver materials in sufficient quantities to ensure the most timely and uninterrupted progress of the work. All materials and equipment shall be stored in strict accordance with the manufacturer's recommendations. Products shall also be stored and handled according to their Material Safety Data Sheets (MSDS).

1.07 SPILL OR DISCHARGE OF WASTEWATER

A. The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to the Engineer, the Owner, and FDEP. The Contractor also shall immediately control, contain, and stop the spill or discharge and shall repair any damage at no additional cost to the Owner.

B. The Contractor is solely responsible for all fines and labor, materials, and equipment costs incurred by the Owner for wastewater spills or discharges to the environment resulting from the Contractor's actions or the Contractor's negligence.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

1.08 TECHNICAL REFERENCES

A. ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

B. NACE – The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

C. SSPC – The published standards of the Society of Protective Coatings, Pittsburgh, PA.

D. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete.

E. ASTM C 109 – Compressive Strength of Hydraulic Cement Mortars.

F. ASTM C 293 – Flexural Strength of Concrete.

G. ASTM C 321 – Bond Strength of Chemical Resistant Mortars.

H. ASTM C 666 – Resistance of Concrete to Rapid Freezing/Thawing.

I. ASTM C 596 – Drying Shrinkage of Mortar Containing Cement.

J. AASHTO –T277 – Rapid Chloride Permeability of Cement.

K. ASTM C 1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test.

L. ASTM D 638 – Tensile Properties of Plastics.

M. ASTM D 790 – Flexural Properties of Unreinforced and Reinforced Plastics.

N. ASTM D 695 – Compressive Properties of Rigid Plastics.

O. ASTM D 4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester.

P. ASTM D 2584 – Volatile Matter Content.

Q. ASTM D 2240 – Durometer Hardness, Type D.

R. ASTM D 543 – Resistance of Plastics to Chemical Reagents.

S. ASTM C 109 – Compressive Strength Hydraulic Cement Mortars.

T. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

U. ASTM C 579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

V. NACE 6/SSPC SP13 – Joint Surface Preparation Standard - Surface Preparation of Concrete.

1.09 SUBMITTALS

A. Product Data.

1. Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to the published technical data.

2. MSDS for each product proposed to be furnished.

B. Application Guidelines.

1. Project specific guidelines and recommendations.

2. Proof of any required federal, state or local permits or licenses necessary for the project.

3. Design details for any ancillary systems and equipment to be used in site and surface preparation, application, and testing.

4. Written warranty.

C. Certifications.

1. Submit all Applicator Qualifications specified in Part 1.10 A.

D. "Or Equal" Submittal. In order to be considered as an equal product, said product will have to meet the minimum physical properties of the approved products as referenced in Paragraph 2.4 as measured by the applicable ASTM standards referenced in Paragraph 1.8. Testing results must be performed and presented by a third-party testing laboratory.

E. "Or Equal" products shall be submitted to the Engineer a minimum of two (2) weeks prior to bid date. In order for a product to be considered "equal" the submitted product must receive written approval via addendum to the current bid documents prior to the bid date.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Only applicators that have been trained and certified by the approved liner system manufacturers are allowed to install the structural liner system specified herein.

1.10 QUALITY ASSURANCE

A. Applicator Qualifications.

1. Manufacturer certification that Applicator has been trained and approved in the handling, mixing, and application of the products to be used.

2. Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or epoxy coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.

3. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE, and SSPC standards and both the cementitious and epoxy material manufacturer's recommendations.

4. The installer/applicator shall submit a list of at least five (5) project references including project name, location, work performed, contract amount, completion date, contact person and phone number, and where similar work as specified herein has been performed.

1.11 WARRANTY

A. The Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to the Owner.

PART 2 – PRODUCTS

2.01 EXISTING PRODUCTS

A. Cementitious patching and repair materials shall not be used unless proof of suitability and compatibility with the herein approved cementitious and epoxy materials is provided in writing by the cementitious and epoxy material manufacturers. Project specific

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

submittals should be provided including application, cure time, and surface preparation procedures that permit optimum bond strength with the epoxy coating.

B. Remove existing coatings prior to application of the new cementitious lining and/or epoxy coating. Applicator is to maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

202 CEMENTITIOUS & EPOXY COATING MANUFACTURERS

A. Quadex, Inc., 1 Country Club Circle, Maumelle, AR (888)-831-1650 or (501) 803-9400 or FAX (501) 803- 9444, or Engineer approved equal.

B. Raven Lining Systems, Inc., Tulsa, Oklahoma (800)-324-2810 or (918)-584-2810 or FAX (918)-582-4311, or Engineer approved equal.

2.03 REPAIR MATERIALS

A. Patching and infiltration control repair materials shall be used to fill voids, structurally reinforce, and/or rebuild surfaces, etc. as determined necessary by the Owner and Contractor. Repair materials must be compatible for use with the specified cement and/or epoxy system and shall be applied in accordance with the manufacturer's recommendations.

B. The following products may be accepted and approved as compatible repair and infiltration materials for use within the specifications:

1. Infiltration Control.

a. All fast setting infiltration control materials furnished shall be designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.

2. Invert Repair and Patching.

a. All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

3. Structural Cementitious Liner Material.

   a. Material shall consist of a one component, fiber reinforced, fused calcium aluminate mortar, enhanced with a high density, chemically stable monocrystalline quartz aggregate.

4. Epoxy Coating Material.

   a. Material shall consist of a 100 percent (100%) solid, solvent-free two (2)-component epoxy resin system that is thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance.

Product Type	Amine Cured Epoxy
Color	Light Blue
Solids Content (% volume)	100
Mix Ratio	Three to One (3:1)
Compressive Strength (psi)	18,000
Tensile Strength (psi)	7,600
Tensile Elongation (%)	One and a Half (1.5)
Flexural Strength (psi)	13,000
Hardness, Type D	88
Bond Strength – Concrete	>Tensile Strength of Concrete
Chemical Resistance	
Severe Municipal Sewer	All Types of Service

2.04 CEMENTITIOUS LINING APPLICATION EQUIPMENT

A. Only manufacturer approved low-velocity cementitious wet spray system shall be used in the application of the specified cementitious liner material. System shall consist of a batch style mixer, progressive cavity (rotor/stator) style mortar pump, and low-velocity spray nozzle. No gunite applications will be allowed.

2.05 EPOXY COATING APPLICATION EQUIPMENT

A. Only manufacturer approved heated plural component spray equipment shall be used in the application of the specified epoxy coating. No hand or brush application of the epoxy materials will be allowed.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

PART 3 – EXECUTION

3.01 LIFT STATION SURFACE CONDITION ASSESSMENT

A. QUALIFICATION OF APPLICABLE SURFACE REPAIR

The existing substrate of the master lift station to be rehabilitated under this project has been subjected to harsh biogenic hydrogen sulfide corrosion during its operational lifetime. It is anticipated that the depth of this corrosive attack and resulting degradation will likely vary by surface region throughout the interior walls, floor, and ceiling of the structure. In consideration of this variance in surface deterioration, the Contractor, in conjunction with the Owner will conduct a surface area analysis of the existing substrate areas prior to commencement of any lining application. Surface areas will be classified based on the following condition assessments.

1. Condition I Surface Areas.

   a. The surface area, once cleaned and abraded, has experienced only minor biogenic corrosion to the host substrate, and deteriorated areas do not appear to compromise the load bearing integrity of the surface area. The surface loss in the Condition I areas should not exceed one inch (1.0").

2. Condition II Surface Areas.

   a. The surface area, once cleaned and abraded, may exhibit corrosion as evidenced in Condition I, but also has some areas with moderate to severe deterioration. Degradation may include signs of initial structural fatigue; however, the existing surface area should be sufficient to sustain and support both soil and live loading. The surface loss in the Condition II areas should not exceed one and a half inches (1.5").

B. APPROPRIATE CONDITION BASED REPAIR METHODS

Subsequent to the aforementioned condition assessment, the Contractor will execute the application of the appropriate condition based repair method. The appropriate repair method shall be based on the following minimum design.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

1. All surface areas identified as Condition I shall receive application of the specified calcium aluminate cementitious structural build-back material at a minimum thickness of one inch (1.0").

2. All surface areas identified as Condition II shall receive application of the specified calcium aluminate cementitious structural build-back material at a minimum thickness of one and a half inches (1.5").

3. All interior surface areas, regardless of area condition assessment, will receive an application of the approved epoxy coating material at a minimum uniform thickness of 150 mils.

3.02 APPLICATOR QUALIFICATIONS

A. Repair material applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.

B. All cementitious and epoxy materials must be applied by a Certified Applicator of the product manufacturer and according to manufacturer specifications.

3.03 SURFACE PREPARATION

A. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.

B. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.

C. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.

D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.

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E. Infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition based repair method. All costs associated with minor infiltration control shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate Payment item based of the contract unit price bid in the Itemized Proposal for each grouting application.

F. All surfaces shall be examined by the Inspector both during and after preparation and before the repair material is applied.

3.04 APPLICATION OF CEMENTITIOUS LINER MATERIAL

A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material will require only the addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer.

B. Once materials have been mixed to an appropriate consistency, caution should be taken as to not over mix the mortar material.

C. The surface prior to application of the cementitious liner shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.

D. The material shall be spray applied in a consistent manner to create a minimum uniform thickness per appropriate surface area condition assessment.

E. Troweling of the liner material shall begin immediately following the spray voids in the manhole wall and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to overtrowell the material.

F. Immediately upon completion of the troweling phase, a wet-brush finish shall be applied to all surface areas of the cementitious liner material.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

G. The cementitious liner material shall be cured in accordance with ACI recommendations. A water based curing compound may be used when necessary.

H. The liner material, once placed, shall have a minimum of eight (8) hours cure time before being subjected to active flow of surcharge.

I. In high traffic areas, the manhole should be barricaded and traffic withheld for a minimum of 12 hours after application is complete.

J. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time, should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the manhole shall be shaded while reconstruction is in process. In environments where humidity level is below 70 percent (70%), it shall be necessary to keep finished product damp for the first 72 hours.

K. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature at time of the application below 90°F. Mix water temperature shall not exceed 80°F. Mix water may be chilled with ice if necessary.

L. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of cementitious build-back that is installed.

3.05 APPLICATION OF EPOXY COATING

A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray equipment.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.

C. Testing for soundness of substrate: upon completion of initial surface preparation, Applicator shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required. Retest until a screwdriver cannot scratch the surface.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

D. Testing for contaminants: a water drop test shall be used to test the surface for the presence of hydrophobic contaminants. Applicator shall place a drop of water on the surface in at least four representative locations in the manhole and its wetting behavior shall be observed. If the water droplet flattens out and "wets out" the surface, it is likely the surface is not contaminated. If the water droplet beads up and does not "wet out" the surface, it is likely the surface is contaminated. To remove hydrophobic contaminants the Applicator shall either add an epoxy coating manufacturer approved degreaser to the water blasting process and rewash the interior of the manhole, or utilize another process such as steam cleaning, sodium bicarbonate injection, or abrasive blasting for removal of the contaminants. If contaminants are found and removed, retest the contaminated areas using the water drop test until the contaminants are gone.

E. Ambient conditions: Applicator shall record air temperature inside the manhole and prevailing weather conditions at the time of coating application.

F. Specified and properly prepared surfaces shall be coated by roller or spray application of a moisture tolerant, solvent-free, 100 percent (100%) solid, epoxy primer as further described herein. Application shall cover all specified surfaces to a minimum dry film thickness of 150 mils.

G. During application, Applicator shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D 4414 – Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, to ensure uniform thickness during application.

H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional surface preparation procedures will be required if this recoat window is exceeded.

I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.

J. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of manhole epoxy application.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

3.06 ANCILLARY LIFT STATION REPAIR ITEMS

A. BYPASS PUMPING

1. If warranted to facilitate any aspect of the manhole or lift station restoration process, the Contractor shall provide a bypass pumping system that is capable of handling a minimum flow equal to the flow and head requirements of the proposed lift station pumps. The Contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than the minimum flow and head requirements of the proposed lift station pumps, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers, and internal and external check valve assemblies.

2. Any requirement for bypass pumping shall be submitted by the Contractor to the Engineer for review and approval prior to commencement of actual sewer bypass. The Engineer shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of the Engineer.

3. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for any specific structure that requires bypass pumping. Payments for manhole bypass pumping will be limited to one installment per manhole. Any subsequent or additionally required bypass pumping will be at the sole responsibility and expense of the Contractor.

3.07 INSPECTION AND PERFORMANCE TESTING

A. PROTECTIVE LINER INSPECTION

1. After the specified repair and rehabilitation work has been completed, the lift station shall be visually reviewed and tested by the Contractor in the presence of the Owner. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the Owner's satisfaction. There shall be no visible infiltration.

B. PROTECTIVE LINER PERFORMANCE TESTING

1. In addition to the visual inspection, will be subjected to the following in-field performance testing requirements as a prerequisite for Contractor payment.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

2. All equipment, materials, and work associated with the prescribed performance testing requirements shall be at the sole expense of the Contractor.

C. EPOXY COATING SPARK TESTING

1. The epoxy coating shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.

2. The Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.

3. After the epoxy coating has set hard to the touch, surfaces shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.

4. The spark tester shall be initially set at 100 volts per one (1) mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).

5. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating manufacturer's recommendations.

To All Plan Holders:

END OF SECTION

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WW-03 for the Lift Station #5 Rehabilitation project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

General Manager
(NAME / TITLE)

7-21-21
(DATE)

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. Cain Enterprises LLC dba Engineering Solutions International

B. Permanent main office address. 3780 NE 40th Pl., Ocala, FL 34479

C. When organized. 02/03/2006

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? 14+ 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. Water, Wastewater, Engineering, Construction, and Operations

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.

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: $_2,000,000.00 (Two million Dollars)_____

O. Give bank reference: _Main Street Bank - Kelly Rodgers (386) 785-1162

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

EQUIPMENT OF CAIN ENTERPRISES LLC dba

ENGINEERING SOLUTIONS INTERNATIONAL

Six (6) Fleet Trucks

Two (2) Crane Trucks

Two (2) Mini Excavators

Five (5) Mud Hawg

Four Inch (4") Double Diaphragm Pump

Vac Trailer

Plate Tampers

Jack hammers

Two (2) Cut saws

Four (4) Generators

Light Towers

Five (5) Welders

Pressure Washer

Three (3) Trash Pumps

Covered and Uncovered Trailers

Two (2) survey transits

Two (2) Air compressors

Winch

* Open availability for any additional equipment that may be needed through several different companies at our disposal

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CAIN ENTERPRISES LLC dba

ENGINEERING SOLUTIONS INTERNATIONAL

ONGOING PROJECTS

Lakeview Estates – Crew consisting of Mark Champion, Bill Satter, and Dwayne Sweat. Wastewater Treatment Plant replacement. July 20, 2021 until completion. $385,000.00

Sumterville Water Plant Improvements – One (1) month until completion – Crew consisting of Ray McCloskey, Walt Kansier, and Kevin Wilkerson. $449,000.00

K & K Bradenton – Water Distribution Replacement. Replace all water lines/piping within mobile home park. 1 ½ months till completion – Crew consisting of Steve Moore, Kevin Wilkerson and Ray McCloskey $291,727.50

- All other jobs have now been completed

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CAIN ENTERPRISES LLC dba

ENGINEERING SOLUTIONS INTERNATIONAL

CONSTRUCTION PERSONNEL

Fred Lane – 30+ years of experience in underground construction. Lift Stations, Water main, force main, and sewer main experience. Pressure and gravity line experience. Pipe laying, excavating, concrete experience, all aspects of construction and underground piping

Lee Cain – 20+ years of experience in underground construction. Lift Stations, Water main, force main, and sewer main experience. Pressure and gravity line experience. Pipe laying, excavating, concrete experience, all aspects of construction and underground piping

Ray McCloskey - Construction and Maintenance of water and wastewater treatment facilities including all aspects: electrical, mechanical, plumbing and structural components. Experience in underground pipe laying, machine operator, excavating, pressure and gravity lines, and concrete work.

Mark Champion - Construction and Maintenance of water and wastewater treatment facilities including all aspects: electrical, mechanical, plumbing and structural components. Experience in underground pipe laying, machine operator, excavating, pressure and gravity lines, and concrete work.

Dwayne Sweat – Construction experience including but not limited to: ditch digging, pipe laying, concrete work, underground water, sewer and force mains, water and waste water plant repair and maintenance.

Steve Moore – Construction experience including but not limited to: ditch digging, pipe laying, concrete work, underground water, sewer and force mains, water and waste water plant repair and maintenance.

David Collins - Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

Kevin Wilkerson - Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

- Construction crew experienced in running all ESI equipment.

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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 9:00 am ESI this 21st day of July, 2021.

Cain Enterprises LLC dba
Engineering Solutions International
Name of Bidder

By: Lee Cain - Director
Title

State of Florida

County of Marion

Lee Cain being duly sworn deposes and says that

he is the Director of Cain Enterprises LLC dba Engineering Solutions International 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 21st day of July, 2021.

Notary Public

KYMBERLY M KNIGHT
Notary Public-State of Florida
Commission # HH 5795
My Commission Expires
June 22, 2024

Kymberly M. Knight
Notary Public (Print or Type)

My commission expires: June 22, 2024

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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
Taylor Homes - John Taylor	Taylor Homes and Contracting Inc 1255 Cherokee Dr DeLeon springs, FL (386) 734-6352	1) 2) 3)
CTS Paving Ronnie	CTS Paving 700 Bennett Rd Pierson, FL 32180 (386) 749-1603	1) 2) 3)
Cullum Land Surveying Gregg Cullum	Cullum Land Surveying 5889 S Williamson Blvd Suite 205 Port Orange, FL 32128 (386) 761-7666	1) 2) 3)
Danus Utilities	Danus Utilities 2320 Beardell Ave Sanford, FL 32771 (407) 878-1254	1) 2) 3)

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

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

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

1. Company Name: City of Holly Hill / Mead & Hunt
   Contact Person: Andrew Giannini
   City, State: Holly Hill, FL
   Telephone Number: (386) 414-5052
   Email Address: andrew.giannini@meadhunt.com
   Description of goods or
   Services provided: Lift Station #9 Replacement (multiple projects)
   Contract Amount: $249,999.00
   Start/End Date of Contract: June 23, 2020 - November 7, 2020

2. Company Name: Sparton DeLeon Springs
   Contact Person: Dan Drew
   City, State: DeLeon Springs, FL
   Telephone Number: (386) 523-6459
   Email Address: ddrew@sparton.com
   Description of goods or
   Services provided: Decommission existing Wastewater Plant, Build new Wastewater Plant and new Lift Station,
   Contract Amount: $540,000.00
   Start/End Date of Contract: September 18, 2018 - August 12, 2020

3. Company Name: Okeechobee Utility Authority / Kimley Horn
   Contact Person: Matt Tebow
   City, State: West Palm Beach, FL
   Telephone Number: (561) 459-8977
   Email Address: matt.tebow@kimley-horn.com
   Description of goods or
   Services provided: Construction of new Wastewater Treatment Plant and Lift Station
   Contract Amount: $ 385,000.00
   Start/End Date of Contract: November 11, 2020 - Ongoing

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

No.	Project	Owner	Description/Cost	Reference	Date of Work
1	Sparton DeLeon Springs - New LS and Wastewater Treatment Plant Design and Build	Sparton DeLeon Springs	Abandon and demo old Wastewater Treatment plant and design and build new Lift station and Wastewater Treatment Plant	Dan Drew (386) 740-5414 (386) 523-6459	July-20
2	Pilot #89 Ellenton LS Rehab	Dynamis	LS improvements changing out pumps to include bypass pumping and valve exchange	Chris Wallace (865) 253-1769	February-20
3	Pilot #91 Jacksonville LS Rehab	Dynamis	Changing out pumps, rehabing of LS to include bypass pumping, valve exchange, pipe exchange redirecting flow all while keeping system active/in service	Chris Wallace (865) 253-1769	November-17
4	Pilot #92 Ocala LS Rehab	Pilot	Rehabing of LS to change over from existing pumps, piping and wiring to new	Bill Spalding (865) 474-2220	February-18
5	Pilot #626 St Augustine LS Rehab	Dynamis	New pumps, bypass pumping, valve exchange, pipe exchange for manhole collapse	Chris Wallace (865) 253-1769	November-17
6	Sunrise Arc LS New Install	Oxford Pipeline	Installing new LS for new community including pumps, piping and excavation	Craig Barrette 352/330-0387 Office 352/504-8750 Cell	July-18
7	4400 19A Mt Dora LS New Install	Oxford Pipeline	Pumps, valves, and excavation for new installation	Craig Barrette 352/330-0387 Office 352/504-8750 Cell	January-18
8	Seco Retrofit and Rehab LS while live	Oxford Pipeline	Rehabing of LS to include new pumps, bypass pumping, valve exchange, pipe exchange redirecting flow all while keeping system active/in service	Craig Barrette 352/330-0387 Office 352/504-8750 Cell	June-19
9	McInnis Elementary LS Rehab	Volusia County Schools	Retrofit new pipes, pumps and valves for existing LS	Alex Ulin (386) 947-8786 Cell (386) 527-6105	March-20
10	Spruce Creek High LS Rehab	Volusia County Schools	Valve exchange, pipe exchange redirecting flow all while keeping system active/in service to rehab the existing LS at High School	Alex Ulin (386) 947-8786 Cell (386) 527-6105	April-20
11	Sparton Abandon existing LS and design build new LS and WWTP	Sparton DeLeon Springs	Abandon old LS and replace with new LS and WWTP. Including but not limited to all piping, pumps, concrete, engineering and keeping old LS active until complete	Dan Drew (386) 740-5414 (386) 523-6459	November 2019 - May 2020
12	Caddy Shack LS Rehab	Streamsong Resort	Changing out pumps, rehabing of LS to include bypass pumping, valve exchange, pipe exchange redirecting flow all while keeping system active/in service	Ron Thomspson Cell (813) 347-8510	March-19
13	Black Comfort Station LS Rehab	Streamsong Resort	Retrofitting the existing LS pumps and valves	Ron Thomspson Cell (813) 347-8510	December-18
14	Club House LS Rehab	Streamsong Resort	Rehabbing the old LS to become compliant with all new rules and regulations of DEP, including piping, pumps while keeping system active/in service	Ron Thomspson Cell (813) 347-8510	August-19
15	Lift Station Rehab Town & Country MHP	Town & Country MHP	LS improvements to comply with DEP regulations. Including new pumps and piping.	Wayne Garber (407) 701-9104	April-19
16	CFBC	CFBC	New LS replacing current LS onsite. Replacing vales, pumps, pipes and keeping system working while completing the project	Rob Brackett (561) 310-5041	May-17

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 41 00
BID BOND

Cain Enterprises, LLC dba Engineering Solutions International

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and FCCI Insurance Company of the City of Sarasota State of Florida, 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:

LIFT STATION #5 REHABILITATION

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of July, 2021, 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

Cain Enterprises, LLC dba Engineering Solutions International
Corporate Principal

ATTEST:

_____
President AFFIX
CORPORATE SEAL

3780 NE 40th Place

Ocala, FL 34479
Address

By _____

Benjamin H. French, AFFIX
CORPORATE SEAL

FCCI Insurance Company
Corporate Surety

ATTEST:

_____ Attorney-in-Fact & FL Resident Agent
Title

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 41 00
BID BOND

Cain Enterprises, LLC dba Engineering Solutions International

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and FCCI Insurance Company of the City of Sarasota State of Florida, 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:

LIFT STATION #5 REHABILITATION

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of July, 2021, 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

Cain Enterprises, LLC dba Engineering Solutions International
Corporate Principal

ATTEST:

Graciela Miranda

_____
President AFFIX
CORPORATE SEAL

3780 NE 40th Place
Ocala, FL 34479
Address

By _____
Benjamin H. French, AFFIX
CORPORATE SEAL

FCCI Insurance Company
Corporate Surety

ATTEST:

_____
Attorney-in-Fact & FL Resident Agent
Title

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

L Dale Waldorff; Pamela L Jarman; Benjamin H French; Paul A Locascio; Rebekah G Wolf; K Wayne Walker

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of July, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2020

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. RFP 21-WW-03 for City of Holly Hill.

This sworn statement is submitted by Cain Enterprises LLC dba Engineering Solutions International whose business address is 3780 NE 40th Place, Ocala, FL 34479 and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2558251. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Lee Cain any my relationship to the entity named above is Director.

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

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

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

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

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

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

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

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

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

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

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

(Signature)_____ Date: July 21, 2021

State of Florida County of Marion

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lee Cain who, after first being sworn by me, affixed his/her signature in the space provided above on this 21st day of July, 2021

Notary Public Kymberly M. Knight

My Commission Expires: June 22, 2024

KYMBERLY M KNIGHT
Notary Public-State of Florida
Commission # HH 5795
My Commission Expires
June 22, 2024

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Cain Enterprises LLC dba Engineering Solutions International

SIGNED BY: Lee Cain

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

TITLE: Lee Cain - Director

ADDRESS: 3780 NE 40th Place

CITY AND STATE: Ocala, FL 34479

TELEPHONE: (352) 390-6555

COMPLETION TIME: 150 + 30 = 180 to final

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

NO BID (REASON) _____

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Lee Cain - Director
VENDOR'S SIGNATURE

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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:

Trench Safety Item (Description)	Cost
Slopinig	$1.00

One dollar and no cents
(Cost in Words)

TOTAL $ 1.00

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

COMPANY NAME: Cain Enterprises LLC dba Engineering Solutions International

DATE: July 21, 2021 BY: Lee Cain - Director

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lee Cain, certify that I am the Managing Partner/Director of the corporation named as Principal in the within Bid Bond; that Lee Cain who signed the said Bid Bond on behalf of the Principal was then Managing Partner/Director 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.

Cain Enterprises LLC dba Engineering Solutions Internatic

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

Items marked "X" must be provided

			Minimum Limits Required	
X	**General Liability**			
	X	Commercial General Liability	$ 2,000,000	General Aggregate
	X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
	___	_____	$ 1,000,000	Personal & Advertising Injury
	___	_____	$ 1,000,000	Each Occurrence
	___	_____	$ 100,000	Fire Damage Pump Stations
X	**Automobile Liability**			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	**Worker's Compensation and Employer's Liability**		Statutory	
			$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	**Professional Liability - Errors & Omissions** (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate
	* Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	**Builder's Risk/Installation Floater** (*To be completed by Bidder)			
	Flood included $___Limit		$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____Limit			
	* Storage included $_____Limit			
	City must be a named insured. Copy of policy will be required.			
___	**Other**			
	_____		$	
	_____		$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Lee Cain - Director

Bidder - Authorized Signature

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CERTIFICATE OF LIABILITY INSURANCE

DATE 07/08/2021

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

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

PRODUCER
Bird Insurance Services
516 SE 17th St
Ocala FL 34471

CONTACT NAME: Cindy Williams
PHONE (A/C, No, Ext): (352) 622-3899 **FAX (A/C, No):** (352) 622-5854
E-MAIL ADDRESS: cwilliams@birdinsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	39993
INSURER B : Auto-Owners Insurance Company	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cain Enterprises, LLC dba
Engineering Solutions International
3780 NE 40th Place
Ocala FL 34479

COVERAGES **CERTIFICATE NUMBER:** 21-22 GL/20-21 Auto **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			PACEP304634	03/06/2021	03/06/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 * $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4872525402	09/25/2020	09/25/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability Pollution Liability			PACEP304634	03/06/2021	03/06/2022	Occurrence Occurrence Agg. shared w/GL Agg.	$1,000,000 $1,000,000 $2,000,000 *

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

Project: Lift Station #5 Rehabilitation Bid No. RFP 21-WW-03

City of Holly Hill, and others listed in written contract, are Additional Insureds with respect to General Liability and Automobile Liability on a Primary & Non-Contributory basis. Waiver of Subrogation applies in favor of City of Holly Hill, and others listed in written contract, with regards to General Liability and Automobile Liability. City of Holly Hill will be provided 30 days written notice of cancellation or non-renewal, except for 10 days notice for non- payment.

CERTIFICATE HOLDER
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

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

AUTHORIZED REPRESENTATIVE
License P040361

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CERTIFICATE OF LIABILITY INSURANCE

DATE 7/8/2021

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

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

PRODUCER	CONTACT NAME: Kyle Futch
Brick City Insurance 1701 NE 42nd Ave Unit 403 Ocala FL 34470	PHONE (A/C, No, Ext): 352-421-9257 FAX (A/C, No): E-MAIL ADDRESS: kyle@brickcityins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cain Enterprises, LLC DBA Engineering Solutions Intern 3780 NE 40th Place Ocala 34479	INSURER A : Florida Citrus Business & Industries Fund	15764
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10664154-2021	4/25/2021	4/25/2022	☒ 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)

LIFT STATION #5 REHABILITATION
A Waiver of Subrogation applies in favor of certificate holder as required by written contract

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kyle Futch

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Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.
Cain Enterprises LLC

2 Business name/disregarded entity name, if different from above
Engineering Solutions International

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.
3780 NE 40th Place

Requester's name and address (optional)

6 City, state, and ZIP code
Ocala, FL 34479

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
56 - 2558251

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/13/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Cain Ent Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

ORIGINAL

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #5 REHABILITATION
BID NO. RFP 21-WW-03

(To be completed in Duplicate)

Bidder's Name: Danus Utilities, Inc.

Submitted: July 21, , 2021

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

Dear Ms. or Sir

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.

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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,

LIFT STATION #5 REHABILITATION

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:**

Two Hundred Eighty Thousand, Five Hundred Ninety and 00/100 Dollars
(In Words)

Dollars $ 280,590.00 (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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Section 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
- ✓ 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
- ✓ W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, 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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1	33-32-20	Sewer Pumps	ABS/Sulzer

Category II - Major Equipment Items:

1 - Cat 308 Excavator
1 - 8000 lb Lull
1 F-550 Utility Truck with AutoCrane
2-Diesel By-Pumps and Piping.

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.	N/A		
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Name (signature) Date

Daniel J Pardus
Name (typed and printed)

President
Title

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: July 15, 2021	Addendum No. _____	Dated:
Addendum No. 2	Dated: July 16, 2021	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 Two Hundred Eighty Thousand, Five Hundred Ninety and 00/100 Dollars Dollars ($280,590.00), made payable to City of Holly Hill (Owner).

Danus Utilities, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

Danus Utilities, Inc.
Name of Bidder

2320 Beardall Ave
Address

Sanford, FL 32771
City/State/Zip

386-804-0068
Telephone

CUC1224744
Contractor's Florida License Number

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

Dan J Pardus - 2320 Beardall Ave, Sanford, FL 32771

END OF SECTION

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP_21-WW-03

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	***PRELIMINARY ITEMS***				
1	Mobilization/Demobilization	1	LS	$27,000.00	$27,000.00
2	Erosion and Sediment Control	1	LS	$2,000.00	$2,000.00
3	Preconstruction Video	1	LS	$750.00	$750.00
4	Field Locate and Expose Existing Utilities	1	LS	$2,400.00	$2,400.00
B.	***LIFT STATION***				
1	Bypass Pumping	1	LS	$6,000.00	$6,000.00
2	Demolition	1	LS	$5,000.00	$5,000.00
3	Complete Lift Station	1	LS	$177,000.00	$177,000.00
4	Electrical	1	LS	$35,000.00	$35,000.00
5	Gate Valve - 4" RS	1	EA	$900.00	$900.00
6	4" Epoxy Lined PC 250 DIP Force Main w/fittings	10	LF	$250.00	$2,500.00
7	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	$1,000.00	$1,000.00
8	DIP Fittings Add or Delete	500	LB	$6.00	$3,000.00
9	Permits and Allowances	1	LS	$5,000	$5,000
10	Lift Station As-Built Plans	1	LS	$6,000.00	$6,000.00
11	Open Cut and Repair Asphalt	10	SY	$100.00	$1,000.00
C.	***GENERAL***				
1	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk	50	SY	$50.00	$2,500.00
	b) 6" Thick Driveway/Pavement	10	SY	$50.00	$500.00
2	Sod - Argentine Bahia	100	SY	$30.00	$3,000.00
3	Compliance with Florida "Trench Safety Act"	1	LS	$10.00	$10.00
4	Unsuitable Material Excavation	1	CY	$10.00	$10.00
5	Crushed Rock or Shell Trench Subgrade Material	1	CY	$10.00	$10.00
6	Rock Excavation	1	CY	$10.00	$10.00
				BASE BID TOTAL	$280,590.00

Submitted by: Daniel J Pardus

Contractor: Danus Utilities, Inc.

Address: 2320 Beardall Ave, Sanford, FL 32771

Telephone: 386-804-0068 Fax: 407-878-1254

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

Licensee: Daniel J Pardus License No: CUC1224744

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP_21-WW-03

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. Danus Utilities, Inc.

B. Permanent main office address. 2320 Beardall Ave, Sanford, FL 32771

C. When organized. June 2009

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 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attachment 1 - Open Contracts

G. General character of work performed by your company.
Certified Underground Utilities and Excavation Contractor

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
No

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

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

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See Atachment 2

K. List your major equipment See Attachment 3 - Equipment List.

L. Experience in construction work similar in type to this project.
See Attachment 4 - Job References

M. Background and experience of the principal members of your organization, including the officers. See Attachment 5 - Resumes

N. Credit available: $ 500,000.00

O. Give bank reference: Seacoast Bank - Bill Zirkelbach - 386-274-6020

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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OPEN CONTRACTS				
	EST. COMPLETION	CONTRACT NAME	OWNER INFORMATION	VALUE
	August 2021	Mayo Clinic LS 114, Corpus Christi LS 115, I-95 LS 118	St Johns County	$ 1,004,847.00
	August 2021	Lift Station SA Rehabilitation	Temple Terrace	$ 1,979,700.80
	October 2021	Lift Station 97 Rehabilitation	City of Daytona Beach	$ 686,630.00
	October 2021	T-27 Rehabilitation	Brevard County	$ 308,500.00

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PAST PROJECTS				
	COMPLETION Date	CONTRACT NAME	OWNER INFORMATION	VALUE
	June 2021	Barrington WWTP	Utilities, Inc.	$ 333,000.00
	June 2020	CDBG 18 NR Lift Station Rehabilitation and Replacement	City of Macclenny	$ 1,278,515.00
	August 2020	Seminola Master Lift Station	City of Casselberry	$ 1,008,520.00
	May 2020	Temple Terrace Lift Station A	Temple Terrace	$ 296,890.00
	May 2020	Flagler Beach Westside Sewer Improvements	City of Flagler Beach	$ 300,665.00
	August 2020	Lift Station 93 Rehabilitation	City of Palm Bay	$ 106,966.00

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

DANUS UTILITIES

Equipment List

Vehicles	
1	2015 Dodge 5500 Utility Truck w/ Auto Crane and Tools (2)
2	2000 Ford F-350 Utility Truck
3	2020 Ford F-450 Flatbed Truck
4	2020 Ford F-250 Blue Truck
5	2015 Ford F-250 Red Truck
6	2008 Chevrolet C4500 Duramax Flatbed
7	2009 Ford F-150 Red Truck
	2016 Ford F-150 Red Truck
8	2017 Ford F-150 Red Truck
9	2006 Ford F-150 Silver
Trailers	
1	2018 SureTrac Flat "Blue" Trailer
2	2015 Big Tex Flat "Black" Trailer
3	Big Tex 70PI Dewatering Trailer
4	2017 SureTrac Dump Trailer
5	2013 Big Tex 14LX Dump Trailer
6	2007 Drag Dump Hydraulic Dump
7	Vermeer 750 Gallon Vactor
8	2005 750 Super Vac
9	2019 Raven Spray Rig
By-Pumps	
1	2018 Godwin 8" By-Pass #1
2	Godwin 4" By-Pass
3	Godwin 4" By-Pass
4	DBA 4" Dewatering Pump
Machinary	
1	2013 CAT 304 Mini Excavator
2	2013 CAT 259 Skid Steer W/ Attachments
3	CAT 320E Excavator
4	2019 Cat Skid Steer
5	Bobcat 331 Mini Excavator
Miscellaneous Equipment	
1	McCroy HDPE Butt Fusion Machine
2	Central Thermoplast HDPE Electro Fusion Machine
3	Generators / Welders
4	Bosch Jack Hammer
5	ISC 695-F4 5HP Concrete Chain Saw
6	Stihl 14" Gas Chop Saws (3)
7	Confined Space Tripods
8	Gas Detectors
9	Hilti Chisel Hammer
10	Compactor / Tamper
11	All Required Piping tools

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

DANUS UTILITIES

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Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
5/2020	12/2020	Brevard County: Rehabilitation of Lift Station T-09. Work consisted of by-passing the location, prep and installation of wet well fiberglass liner, install of 12" wet well top slab and hatch, install of 6" gate valve, force main discharge piping and valves, install of 40' ROHN Tower, antenna, conduit, and wiring.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Robert Edmiston 321-617-7391 robert.edmiston@brevardfl.gov	$ 155,500.00
2/2020	6/2020	City of West Melbourne: Rehabilitation of 4 Lift Stations including: installation and wiring of city supplied control panels. Installation of fiberglass liners and floors. Installation of HDPE discharge piping, duplex guide rail systems, wet-well top slabs, pipes, valves, and fittings. Removal of debris and restoration.	City of West Melbourne 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	$ 401,876.00
1/2020	6/2020	City of Winter Park - Lift Station 66 Rehabilitation. Work consisted of high pressure water blasting, controlled by-passing at 500 GPM, application of Raven 405 Epoxy coating, installed new stainless-steel base plates and base elbows, installed new top slab, and installed new 4" piping.	City of Winter Park Water and Sewer Admin 1409 Howell Branch Rd. Bldg. #1 Winter Park, FL 32789 Lon Katschor 407-599-3254 lkastschor@cityofwinterpark.org	$ 78,733.70
11/2019	4/2020	City of West Melbourne: WWTP Headworks Structure, Floor, and Walls Coating. Provided all labor, materials, equipment, and all supervision nesscary to prepare and coat the interior of existing concrete structures. Patched/Repaired all minor voids as nesscary with Raven approved repair mortars up to 1/2" thick. The top was coated with Raven 405 Ultra Build Epoxy at 200 mil thick. The monolithic epoxy coating of entire structure inspected with high voltage Holiday detection equipment.	City of West Melbourne 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	$ 143,814.00
10/2019	4/2020	Flagler Rehabilitation Project: Rehabilitation of 3 lift stations in the City of Flagler Beach. Work consisted of removing and replacing pumps, elbows, stainless rails, check/plug valves, concrete slabs, etc.	City of Flagler Beach 105 S 2nd St. Flagler Beach, FL 32136 Alliant Engineering, Inc. 7406 Fullerton St, Suite 110 Jacksonville, FL 32256 Marcus DePasquale 904-683-8352	$ 305,655.00
11/2019	1/2020	City of Macclenny CDBG 18 NR Lift Station Rehabilitation and Replacement: The Project consists of constructing three (3) new duplex submersible pump stations; rehabilitating two (2) duplex self-priming pump stations; associated gravity sewer and force main work; bypass pumping; demolition; sitework; electrical, including emergency standby generators; and associated restoration.	Macclenny, FL 118 E Macclenny Ave. Macclenny, FL 32063 Mittauer & Associates, Inc. 580-1 Wells Road Orange Park, FL 32073 Tim Norman 904-278-0030	$ 1,029,213.00
01/2020	04/2020	Brevard County Lift Station S-04: The project consists of the installation of the proposed Lift Station S-04, including but not limited to; the rehabilitation of the existing wet well, installation of a new wet well, pumps, risers, valves, piping, valve pad, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls; gravity wall, sidewalk, and guiderails; and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Bussen-Mayer Scott Nickle 321-453-0010	$ 781,135.00

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
09/2019	04/2020	City of Temple Terrace Lift Station A: This project consists of the rehabilitation of an existing lift station and installation of approximately 30 LF of 8" DI Forcemain. Lift station rehabilitation includes replacing all pumps, wet well piping, fittings, valves and lining the existing wet wells.	City of Temple Terrace 11250 N.56th Street Temple Terrace, FL 33617 Engineering: Kimley-Horn Mike Semago Mike.Semago@kimley-horn.com 727-498-3633	$ 296,890.00
10/2019	02/2020	City of Holly Hill Lift Station 13 Rehabilitation: The rehabilitation of the City of Holly Hill Lift Station #13 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Rick Glass 386-566-1600 rglass@hollyhillfl.org Engineering: Mead & Hunt Kevin Lee 386-414-5053	$ 240,430.00
10/2019	01/2020	Holiday Isle Lift Station Improvements-Installation of new 8 ft diameter precast concrete wetwell and 5 ft diameter precast doghouse/pour-in-place receiving manhole, coating the existing and proposed wetwell/manhole interior with Raven405 or approved equal, precast concretetop slab withHoliday Isle Lift Station access hatch, 316 stainless steel piping, valves, guide rails, pump bases, submersible pumps, diesel bypass pump, and water service for lift station, relocation/replacement of existing 4" and 6" backflow preventers, concrete slab/driveway, concrete masonry block wall with stucco finish and cantilever gate, electrical rack including control panel, explosion-proof terminal boxes, RTU, electrical wiring, service disconnect, and electrical meter per SJCUD standards, temporary bypass pumping and demolition / removal of existing lift station components and building and conversion of theexisting wetwell into a manhole.	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084. James Overton 904-209-2514 joverton@sjcfl.us	$ 399,010.00
05/2019	11/2019	City of Ormond Beach Lift Stations 3M, Tomoka Meadows, & Ashford Lakes Improvements - The work consists of improvements to Lift Stations 3M, Tomka Meadows & Ashford Lakes. For Lift Station 3M, electrical and control improvements; including voltage change and SCADA reprogramming; wet well top slab replacement; removal of fiberglass pole and light fixture; bypass pumping; installation of new light on existing concrete pole; new drain line. For the Lift Station at Tomoka Meadows, work consists of removal of a fiberglass pole and light fixture; installation of a new light on existing concrete pole; realign discharge pipe, guide rails and discharge elbows to be centered in wet well; new discharge pipe; new valve pit centered on realigned discharge pipes; bypass pumping; new drain line; additional 2-inch conduit for pump lead; 90-degree bend and drop pipe on influent line in wet well. For the Lift Station at Ashford Lakes, work consists of removal and replacement of the pumps and discharge elbows; new guide rails and upper guide rail brackets; new discharge pipe; new control panel; new SCADA panel; new equipment rack; bypass pumping.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite	$ 378,400.00
04/2019	11/2019	Brevard County Lift Station N-04 Demolition & Gravity Line Installation- The project consisted of replacing an existing sanitary sewerage lift station with a new sanitary sewerage gravity main and all other incidentals necessary to complete the work in accordance with the Contract Documents. The incoming waste water flow to the existing station must be continuously pumped at all times; this required the contractor to provide a means of pumping during down times of the existing station due to construction or change over to new gravity main.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 421,993.00
06/2019	11/2019	Brevard County Lift Station T-45 Rehabilitation The project involved complete rehabilitation of an existing duplex, submersible sanitary sewer lift station.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov	$ 108,600.00
05/2019	10/2019	Lift Station 60 Automatic Transfer Switch Upgrade Contractor was responsible for providing labor and materials to install a new three-way bypass/isolation valve system on the existing 30" DIP Force Main at lift station 60. The bypass valve required a valve vault. Contractor provided the excavation and restoration required. Affected areas were restored to grade and sodded. Contractor ensured all work meets the UCNSB wastewater rules and standards.	Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168 Darren Phegley: 386-275-2475 dphegley@ucnsb.org	$ 836,539.40

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

DANUS UTILITIES

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Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
01/2019	09/2019	City of Groveland Sunshine Parkway WWTF Headworks Relining Trench excavation, addition of 16" diameter raw wastewater piping, and lining of two effluent boxes in existing headworks structure.	City of Groveland 156 South Lake Avenue Groveland, FL 34736 Ricky Rodriguez: 352-557-1109	$ 124,749.50
01/2019	05/2019	City of Cocoa - Lift Station 29 Gravity Main - This project involves the removal, grade correction and replacement of approximately 100 lineal ft of 10" gravity sewer.	City of Cocoa 65 Stone Street Cocoa, FL 32922 Chris Collier 407-616-1921 ccollier@cocoafl.org County Engineering	$ 167,850.00
01/2019	04/2019	Brevard County Lift Station T-14 Rehabilitation The project consists of the rehabilitation of Lift Station T-14 to include rehabilitation of existing wet well; demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves / fittings, electrical and RTU panels; and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration such as construction access driveway and replanting of the screening hedge after completion of rehabilitation.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov	$ 340,800.00
04/2018	10/2018	Lift Stations 2A and 2B Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 644,500.00
06/2018	10/2018	Brevard County Lift Station X-15 Rehabilitation - The project consists of relocating three existing blowers from inside a building to outside; construction of a pre-engineered canopy; replacement of existing air piping and valves; temporary blower equipment and piping as necessary to maintain continuous operation of the facility.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Wade Trim Inc. Rodrigo Cruz 321-728-3389	$ 110,800.00
8/2017	09/2018	Town of Longbaot Key - 7 Lift Station Rehabilitation Project - Including: By-pass pumping. Replacement of pipes, valves and fittings, base plates, guide rails, topslab and hatches and coatings.	Town of Longboat Key 501 Bay Isle Road Longboat Key, FL 34228 Brad Walter - 941-316-1999 bwalter@longboatkey.org Engineering: Town of Longboat Key 321-269-7847	$ 557,969.51
01/2018	06/2018	Seminole Tribe of Florida - Hollywood Police Station Rehabilitation - This sewer lift station rehabilitation project generally consists of demolishing the major components of the existing lift station, except for the wet well, and reconstructing with new components in accordance with STOF Public Works.	Seminole Tribe of Florida 6300 Stirling Road Hollywood, FL 33024 Rudy Garcia - 954-966-6300. RudyGarcia@semtribe.com Engineering: Jacobs Engineering-Walmer Martinez - 787-901-1627	$ 233,150.00
02/2017	02/2018	Brevard County - Lift Station C-12 Rehabilitation - The project consists of rehabilitation of Lift Station C-12 to include rehabilitation of the existing wet well; removal and disposal / salvaging of existing pumps, valves, fittings and piping from the dry pit; demolition of the top five (5) feet of dry pit and filling it with suitable soil; construction of an above ground valve pad; installation of new pumps, base elbows, discharge piping, valves, and fittings and connection to the existingforce main; installation of a electrical control panel, pedestal box, RTU panel with antenna. The project alsoinvolves site improvements including construction of a fence with gate and an access driveway. By-pass pumping of the wastewater during the rehabilitation of the lift station is included and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov	$ 234,580.00

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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State License # CUC 1224744

Job References

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
12/2016	01/2018	Brevard County Lift Stations S-09 and S-15 Replacement - Bid No. B-4-16-88: Including - The project consists of replacing two (2) existing "dry-well" lift stations with new submersible lift stations (Using Tremmie method), including new valve pads, tie-in to the existing force mains, new power service, new control panel, new telemetry tower (with a 3KVA step down transformer), site grading, chain link fence and gates, new access driveway.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 1,205,242.00
09/2017	01/2018	Brevard County - Lift Station S-17 Replacement - Replace the existing dry well/wet well S-17 Lift Station within the public Right-of-Way for Burns Boulevard. The new lift station will consistof a 10 foot diameter wet well and twin 10 horsepower submersible pumps. A proposed 10 inch force mainwill connect to an existing 10 inch force main located within Burns Boulevard. The existing dry well will becut down below grade and filled with sand. The existing wet well will be converted to a terminal manhole and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 499,948.00
01/2017	08/2017	SSNOCWTA - Winter Park Central Lift Stations Improvements - 2015.16-33: Including By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings. Concrete/grout repair for base plates and voids. Installation of steel plate for riser pipes, wet well catchment bowl and drop pipe, guide rails, swing gate, crane hoist and runway beam, sluice gate, hatches for effluent vault, wet well and influent control structure, wet well and influent control structure liners. Replace electrical and instrumentation. Canopy structure and restoration.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering Eric Gassen: 407-679-5358. ergassen@REISSENG.com	$ 589,093.50
02/2017	05/2017	City of Ormond Beach - Lift Station 8M-1 Improvements - BID NO. 2016-05: Work includes electrical improvements: replacement of the existing valve box; rehabilitation of the existing perimeter knee wall: wet well improvements, including replacement of the existing top slab, lining the existing wet well interior and replacement of the existing riser pipes, guide rails, brackets and pumps. In addition, the work includes removal of an existing camphor tree stump; lining of an existing manhole; replacement of a settled gravity sewer main and surface restoration.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite 201 Daytona Beach, FL 32114 Scott Spooner: 386-274-2828	$ 216,050.00
12/2016	02/2017	City of Holly Hill Lift Station 16 Rehabilitation - BID NO. 16WW01: Including demolition, bypass pumping, supply and installation of PVF, pigging, electrical, directional drill of HDPE force main, tie-in to existing lift station and manhole, air release valve assembly, abandoning of existing force main, MOT and restoration.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer wsmyser@hollyhillfl.org 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	$ 236,640.00
08/2016	11/2016	Brevard County Lift Stations B-08 and B-11 Replacement - Bid No. B-4-16-13: Including: Demolition, bypass pumping, installation of gravity lines and manhole, installation of wet well, pumps, piping and valves, electrical, control panel, telemetry tower, antenna, and RTU, fence, gate, concrete driveway and ground cover, and restoration.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	$ 830,950.00
06/2016	08/2016	SSNOCWTA - Five Points and Consumers Lift Stations Improvements - 2015-16-14: Including - By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings, installation of odor control, replace electrical and instrumentation, Installation of new generator ATS and related items.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering ergassen@REISSENG.com Eric Gassen: 407-679-5358	$ 536,180.00

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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 Seminole County this 21 day of July, 2021.

Danus Utilities, Inc.
Name of Bidder

By: _____
Title

State of Florida

County of Seminole

Daniel J Pardus being duly sworn deposes and says that

he is the President of Danus Utilities, 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 21 day of July, 2021.

_____
Notary Public

Robert H Brown
Notary Public (Print or Type)

My commission expires: October 23, 2025

ROBERT H. BROWN
MY COMMISSION EXPIRES
OCTOBER 23, 2025
#HH 145062
Notary Public Underwriters
Bonded thru
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Electrical	Chinchor Electric Company 1460 S Leavitt Ave, Orange City, FL 32763	1) St Johns County 2) Brevard County 3) Volusia County
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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	Lift Station S-04 Rehabilitation	Brevard County	The project consists of the installation of the proposed Lift Station S-04, including but not limited to; the rehabilitation of the existing wet well installation of a new wet well, pumps, risers, valves, piping, valve pad, control panel, and associated electrical components, telemetry infrastructure, and the associated istrumentation and controls; gravity wall, sidewalk, and guide rails; and all other incidentalsnecessary to complete the work. $781,135.00	Owen Callard 321-633-2089 Owen.Callard@ brevardfl.gov	01/2020 to 04/2020
2	Lift Station A Rehabilitation	City of Temple Terrace	This project consists of the rehabilitation of an existing lift station and installation of approximately 30 LF of 8" DI Forcemain. Lift station rehabilitation includes replacing all pumps, wet well \ piping, fittings, valves and lining the existing wet wells.	Mike Semago 727-498-3633 Mike.Semago@ kimley-horn.com	09/2019 - 04/2020
3	Lift Station 13 Rehabilitation	City of Holly Hill	The rehabilitation of Lift Station #13 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel	Rick Glass 386-566-1600 rglass@hollyhillfl.org	10/2019 to 2/2020

END OF SECTION

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Executed in 2 Counterparts

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Danus Utilities, Inc. as Principal and North American Specialty Insurance Company of the City of Kansas City State of Missouri, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill, Florida hereinafter called the Owner, in the sum of Five Percent of 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:

BID# RFP 21-WW-03

LIFT STATION #5 REHABILITATION

CITY OF HOLLY HILL, FLORIDA

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of July, 2021; 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.

N/A (Seal)

IN PRESENCE OF:

N/A

N/A

Witness

N/A (Seal)

N/A (Seal)

Individual or Partner

2320 Beardall Avenue

Sanford, FL 32771

Address

Danus Utilities, Inc.

Corporate Principal

ATTEST:

Alice M Pardus

President AFFIX CORPORATE SEAL

1200 Main Street, Suite 800

Kansas City, MO 64105-2478

Address

North American Specialty Insurance Company

By Lisa A Roseland

AFFIX CORPORATE SEAL Lisa A. Roseland*

North American Specialty Insurance Company

Corporate Surety

ATTEST:

C. Medal

Coralise Medal, Witness

*Attorney-In-Fact & FL Licensed Resident Agent

Title Inquiries: 407-786-7770

END OF SECTION

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL A. FOLEY, LISA A. ROSEL,

EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT. P. O'LINN, SARAH K. O'LINN, JENNA R. DELGADO, CORALISE M. MEDAL, HIENEKA C. HARRINGTON and BRIANNA T. STEPHENSON JOINTLY OR SEVE

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney name in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of MARCH, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 9th day of MARCH, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice Preside of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insuran Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of July, 20 21

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secre

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

FLORIDA SURETY BONDS, INC. Phone 407-786-7770 Maitland FL

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. RFP 21-WW-03 for City of Holly Hill.

This sworn statement is submitted by Danus Utilities, Inc. whose business address is 2320 Beardall Ave, Sanford, FL 32771 and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0404772. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ----------.)

My name is Daniel J Pardus any my relationship to the entity named above is President.

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

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

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

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

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

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

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

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

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

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

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

(Signature)_____ Date: July 21, 2021

State of Florida County of Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Daniel J Pardus who, after first being sworn by me, affixed his/her signature in the space provided above on this 21 day of July, 2020

Notary Public

My Commission Expires: October 23, 2025

ROBERT H. BROWN
MY COMMISSION EXPIRES
OCTOBER 23, 2025
#HH 145052
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Danus Utilities, Inc.

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

TITLE: President

ADDRESS: 2320 Beardall Ave

CITY AND STATE: Sanford, FL 32771

TELEPHONE: 386-804-0068

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) N/A

END OF SECTION

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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:

Trench Safety Item (Description)	Cost
Trench Box	$1,000.00

One Thousand and 00/100 Dollars
(Cost in Words)

TOTAL $ $1,000.00

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

COMPANY NAME: Danus Utilities, Inc.

DATE: 7/21/2021 BY: _____
Daniel J Pardus - President

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alice M Pardus, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Daniel J Pardus 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.

Alice M Pardus

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

Items marked "X" must be provided

			Minimum Limits Required	
X	General Liability			
	X	Commercial General Liability	$ 2,000,000	General Aggregate
	X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
			$ 1,000,000	Personal & Advertising Injury
			$ 1,000,000	Each Occurrence
			$ 100,000	Fire Damage Pump Stations
X	Automobile Liability			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	Worker's Compensation and Employer's Liability		Statutory	
			$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	Professional Liability - Errors & Omissions (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate
	* Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	Builder's Risk/Installation Floater (*To be completed by Bidder)			
*	Flood included $___Limit		$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____Limit			
	* Storage included $_____Limit			
	City must be a named insured. Copy of policy will be required.			
___	Other			
	_____		$	
	_____		$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

_____

Bidder - Authorized Signature

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2021

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

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

PRODUCER	**CONTACT NAME:** Melissa Adrian, CPSR
Caton-Hosey Insurance	**PHONE (A/C, No, Ext):** (386) 767-3161 **FAX (A/C, No):** (386) 760-1770
3731 Nova Rd.	**E-MAIL ADDRESS:** melissa@catonhosey.com
Port Orange FL 32129	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Danus Utilities, Inc	**INSURER A :** National Builders 16632
2320 N Beardall Ave	**INSURER B :** Owners Insurance Company 32700
Sanford FL 32771	**INSURER C :** Travelers Property & Casualty Company 25674
	INSURER D : Federal Insurance Company 20281
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2161526264 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			PKG-0197186-03	07/02/2021	07/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2021	07/02/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ZUP-31N15068-21-NF	07/02/2021	07/02/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 0264441-05	07/02/2021	07/02/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Rented & Leased Equipment			45471710	06/24/2021	06/24/2022	Limit Deductible	$350,000 $1,000

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

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

Danus Utilities, Inc.

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

☐ Individual/sole proprietor or single-member LLC ☐ 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.

2320 Beardall Ave

6 City, state, and ZIP code

Sanford, FL 32771

Requester's name and address (optional)

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

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	7	–	0	4	0	4	7	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▸ _____ **Date** ▸ 7/21/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Addendum No. 1

Project Name:	Lift Station #5 Rehabilitation	Client:	City of Holly Hill
Project Location:	Holly Hill	Client Representative:	Antoine Khoury, PE
Project Number:	1000710-200996.01	Mead & Hunt, Inc. Manager:	John Mischle
Date:	July 15, 2021	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

A. Bids will be received until July 21, 2021 @ 2:00 p.m.

B. Contractor shall have personnel with ability to respond to emergency at site within 30 minutes at all times until completion of bypass pumping operation.

C. Silt fence to be Triton, yellow, heavy duty PVC silt fence as manufactured by GEI Works or approved equal

II. SPECIFICATIONS – N/A

QUESTIONS

1. Holly Hill, LS 5, RFP21-WW-03 requires clarification regarding the mounting location of the SCADA system Pump controller. The drawing shows RTU as a separate enclosure, and our understanding based on Utility inputs is system should be mounted and integrated into the new control panel; please clarify.
   Answer: To be installed in new control panel

2. The DFS scope should decommission the existing RTU and antennas system once the by-pass is in place. Provide existing TCU to the awarded panel shop/contractor. Return for commissioning of new control panel and remount antenna and support system; please advise.
   Answer: Agree

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

pump control panel as they have done on other recent projects. Please clarify where the DFS controller is to be installed.
Answer: To be installed in new control panel

c. It is our understanding that the City of Holly Hill has a lease agreement with DFS for the telemetry equipment. With regards to the telemetry equipment for this project, can you please clarify what the contractor / vendors are responsible for what the City of Holly Hill handles directly with DFS?
Answer: Contractor is responsible for all interaction with Data Flow Systems and pump/panel manufacture/vendor to provide a complete working properly integrated telemetry system.

13. 33 32 20 – 17: Previous projects for Holly Hill have used a safety grate on the wetwell hatch. Please confirm that is desired for this project.
Answer: A safety grate is required for the wetwell hatch.

END OF ADDENDUM

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

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WW-03 for the Lift Station #5 Rehabilitation project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Daniel J Pardus - President — 7-21-2021

(NAME / TITLE) **(DATE)**

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Addendum No. 2

Project Name:	Lift Station #5 Rehabilitation	Client:	City of Holly Hill
Project Location:	Holly Hill	Client Representative:	Antoine Khoury, PE
Project Number:	1000710-200996.01	Mead & Hunt, Inc. Manager:	John Mischle
Date:	July 16, 2021	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

A. Bids will be received until July 21, 2021 @ 2:00 p.m.

B. Contractor shall have personnel with ability to respond to emergency at site within 30 minutes at all times until completion of bypass pumping operation.

C. Silt fence to be Triton, yellow, heavy duty PVC silt fence as manufactured by GEI Works or approved equal

II. SPECIFICATIONS

A. Section 33 01 30.83-13 Ancillary Lift Station Repair Items - Bypass Pumping has been revised and is included with this addendum.

QUESTIONS

1. Holly Hill, LS 5, RFP21-WW-03 requires clarification regarding the mounting location of the SCADA system Pump controller. The drawing shows RTU as a separate enclosure, and our understanding based on Utility inputs is system should be mounted and integrated into the new control panel; please clarify.
   Answer: To be installed in new control panel

2. The DFS scope should decommission the existing RTU and antennas system once the by-pass is in place. Provide existing TCU to the awarded panel shop/contractor. Return for commissioning of new control panel and remount antenna and support system; please advise.
   Answer: Agree

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

2. All equipment, materials, and work associated with the prescribed performance testing requirements shall be at the sole expense of the Contractor.

C. EPOXY COATING SPARK TESTING

1. The epoxy coating shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.

2. The Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.

3. After the epoxy coating has set hard to the touch, surfaces shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.

4. The spark tester shall be initially set at 100 volts per one (1) mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).

5. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating manufacturer's recommendations.

To All Plan Holders: END OF SECTION

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WW-03 for the Lift Station #5 Rehabilitation project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Daniel J Pardus - President
(NAME / TITLE)

7-21-2021
(DATE)

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PARDUS, DANIEL J

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

LICENSE NUMBER: CUC1224744

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR
PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/21

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD, FL 32771

Account #: 197339

REGULATED
License # - CUC1224744
Qualifier- PARDUS DANIEL J
**SANFORD CITY LICENSE REQUIRED **

DAN J PARDUS (OFFICER)

Receipt #: 10472020081806175 Amount Paid: $ 49.50 Date Paid: 08/18/20

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be display conspicuously at the place of business in such a manner that it can be open to the view of the public a subject to inspection by all duly authorized officers of the County. Upon failure to do so the business sh be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts sh be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st sh be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additio 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall n exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without fi obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exem the taxpayer from any other required licenses, registrations, certifications, or permits. Business T requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in t following: Ownership, Business Location, Mailing Address, or any other information that would alter t status of the current year's information. This includes, but is not limited to, the loss of or a change i State or Regulatory License which was used to qualify for the business identified on the current Cou Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

DANUS UTILITIES INC
PO BOX 291671
PORT ORANGE, FL 32129

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

CITY OF SANFORD
FLORIDA

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2021

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2021

DANUS UTILITIES INC
2320 BEARDALL AVE

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: 07/10/2020 **BTR #:** BTR19-031005

Business Location: 2320 BEARDALL AVE

Classification	**Amount**
Fire Inspection Fee	50.00
Contractor	200.00
TOTAL:	**250.00**

SPECIALTY

Comments: UNDERGROUND UTILITY LOCATOR/CONTRACTOR
Restrictions: SUBJECT TO MEETING P & Z CONDITIONS

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 03, 2021
Secretary of State
8321162968CC

DOCUMENT# P09000053628

Entity Name: DANUS UTILITIES INC

Current Principal Place of Business:

2320 BEARDALL AVE
SANFORD, FL 32771

Current Mailing Address:

P.O. BOX 291671
PORT ORANGE, FL 32129 US

FEI Number: 27-0404772

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PARDUS, DAN J
4133 SADDLE CLUB DR
NEW SMYRNA BEACH, FL 32168 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ Date

Electronic Signature of Registered Agent

Officer/Director Detail :

Title	PRES
Name	PARDUS, DAN J
Address	4133 SADDLE CLUB DR
City-State-Zip:	NEW SMYRNA BEACH FL 32168

Title	SECRETARY
Name	PARDUS, ALICE M
Address	4133 SADDLE CLUB DR
City-State-Zip:	NEW SMYRNA BEACH FL 32168

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALICE PARDUS SECRETARY 02/03/2021

Electronic Signature of Signing Officer/Director Detail Date

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

State of Florida
Department of State

I certify from the records of this office that DANUS UTILITIES INC is a corporation organized under the laws of the State of Florida, filed on June 22, 2009, effective June 20, 2009.

The document number of this corporation is P09000053628.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 3, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2021

Secretary of State

Tracking Number: 8321162968CC

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

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

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

DANUS UTILITIES

Equipment List

	Vehicles
1	2015 Dodge 5500 Utility Truck w/ Auto Crane and Tools (2)
2	2000 Ford F-350 Utility Truck
3	2020 Ford F-450 Flatbed Truck
4	2020 Ford F-250 Blue Truck
5	2015 Ford F-250 Red Truck
6	2008 Chevrolet C4500 Duramax Flatbed
7	2009 Ford F-150 Red Truck
	2016 Ford F-150 Red Truck
8	2017 Ford F-150 Red Truck
9	2006 Ford F-150 Silver
	Trailers
1	2018 SureTrac Flat "Blue" Trailer
2	2015 Big Tex Flat "Black" Trailer
3	Big Tex 70PI Dewatering Trailer
4	2017 SureTrac Dump Trailer
5	2013 Big Tex 14LX Dump Trailer
6	2007 Drag Dump Hydraulic Dump
7	Vermeer 750 Gallon Vactor
8	2005 750 Super Vac
9	2019 Raven Spray Rig
	By-Pumps
1	2018 Godwin 8" By-Pass #1
2	Godwin 4" By-Pass
3	Godwin 4" By-Pass
4	DBA 4" Dewatering Pump
	Machinary
1	2013 CAT 304 Mini Excavator
2	2013 CAT 259 Skid Steer W/ Attachments
3	CAT 320E Excavator
4	2019 Cat Skid Steer
5	Bobcat 331 Mini Excavator
	Miscellaneous Equipment
1	McCroy HDPE Butt Fusion Machine
2	Central Thermoplast HDPE Electro Fusion Machine
3	Generators / Welders
4	Bosch Jack Hammer
5	ISC 695-F4 5HP Concrete Chain Saw
6	Stihl 14" Gas Chop Saws (3)
7	Confined Space Tripods
8	Gas Detectors
9	Hilti Chisel Hammer
10	Compactor / Tamper
11	All Required Piping tools

Attachment: Danus Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #5 REHABILITATION
BID NO. RFP 21-WW-03

(To be completed in Duplicate)

Bidder's Name: U.S. Water Services Corporation

Submitted: July 21, 20 21

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

Dear Ms. or Sir

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.

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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,

LIFT STATION #5 REHABILITATION

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:**

three hundred twenty thousand one hundred twenty and 00/100's dollars
(In Words)

Dollars $ 320,120.00 (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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: Section 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
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
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

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

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, 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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
G. 1.	33 32 20	Control Panel	Data Flow Systems

Category II - Major Equipment Items:

SECTION 33 32 20 - COLLECTION SYSTEM SUBMERSIBLE PUMPS
PART 2 – PRODUCTS
2.02 PUMPS- Pumps shall be manufactured by SULZER/ABS, or equal, as pre-approved by the design engineer of the lift station.

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. N/A			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

7/21/2021

Name (signature) Date

Gary Deremer

Name (typed and printed)

President

Title

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: 7/15/2021
Addendum No. 2 Dated: 7/16/2021
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 Five Percent of Bid Total Dollars (5% of Bid Total), made payable to City of Holly Hill (Owner).

U.S. Water Services Corporation
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Gary Deremer, President
(Title of Officer)

U.S. Water Services Corporation
Name of Bidder

4939 Cross Bayou Blvd.,
Address

New Port Richey FL 34652
City/State/Zip

727 848 8292
Telephone

CUC1223914 / CGC003307
Contractor's Florida License Number

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

Gary Deremer, President/ CEO - 8625 Seapointe Court, New Port Richey, FL 34668

Cecil Delcher, VP - 11702 Forest Hills Dr., Tampa FL 33612

Edward Mitchell, GM/ Sr. VP - 2337 Highland Woods Dr., Dunedin, FL 34698

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP_21-WW-03

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	PRELIMINARY ITEMS				
1	Mobilization/Demobilization	1	LS	$12,697.00	$12,697.00
2	Erosion and Sediment Control	1	LS	$4,549.00	$4,549.00
3	Preconstruction Video	1	LS	$456.00	$456.00
4	Field Locate and Expose Existing Utilities	1	LS	$9330.00	$9330.00
B.	LIFT STATION				
1	Bypass Pumping	1	LS	$6,798.00	$6,798.00
2	Demolition	1	LS	$18,136.00	$18,136.00
3	Complete Lift Station	1	LS	$166,652.00	$166,652.00
4	Electrical	1	LS	$44,731.00	$44,731.00
5	Gate Valve - 4" RS	1	EA	$3,683.00	$3,683.00
6	4" Epoxy Lined PC 250 DIP Force Main w/fittings	10	LF	$407.00	$4070.00
7	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	$4420.00	$4420.00
8	DIP Fittings Add or Delete	500	LB	$7.80	$3900.00
9	Permits and Allowances	1	LS	$5,000	$5,000
10	Lift Station As-Built Plans	1	LS	$4560.00	$4560.00
11	Open Cut and Repair Asphalt	10	SY	$1,382.00	$13,820.00
C.	GENERAL				
1	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk	50	SY	$67.00	$3,350.00
	b) 6" Thick Driveway/Pavement	10	SY	$1,065.00	$10,650.00
2	Sod - Argentine Bahia	100	SY	$15.00	$1,500.00
3	Compliance with Florida "Trench Safety Act"	1	LS	$1605.00	$1605.00
4	Unsuitable Material Excavation	1	CY	$26.00	$26.00
5	Crushed Rock or Shell Trench Subgrade Material	1	CY	$58.00	$58.00
6	Rock Excavation	1	CY	$129.00	$129.00
				BASE BID TOTAL	$320,120.00

Submitted by: Gary Deremer, President
Contractor: U.S. Water Services Corporation
Address: 4939 Cross Bayou Blvd., New Port Richey FL 34652
Telephone: 727 848 8292 Fax: 727 849 8860
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Gary Deremer License No: CUC1223914
Cecil Delcher CGC003307

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

LIFT STATION #5 REHABILITATION
BID NO. RFP_21-WW-03

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.
U.S. Water Services Corporation

B. Permanent main office address.
4939 Cross Bayou Blvd., New Port Richey FL 34652

C. When organized.
April 28, 2003

D. If a corporation, where incorporated.
A Florida Corporation

E. How many years have you been engaged in the contracting business under your present firm or trade name?
17 +

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.
Underground Utility Construction, Rehabilitation and Repair

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 Attached.

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

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

N. Credit available: $ 7.5 mm

O. Give bank reference: Wells Fargo Bank, Ryan Booher 100 S Ashley Dr., Ste 1000 Tampa FL 33602, 813 225 4318

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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 1:00 PM this 21st day of July, 20 21.

U.S. Water Services Corporation
Name of Bidder

By: _____
Gary Deremer Title President

State of FLORIDA

County of PASCO

Gary Deremer being duly sworn deposes and says that

he is the President of U.S. Water Services Corporation and that

the answers to the U.S. Water Services Corporation foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21st day of July, 2021.

Notary Public

Christina R. Crego
Notary Public (Print or Type)

CHRISTINA R CREGO
Notary Public-State of Florida
Commission # HH 85112
My Commission Expires
January 26, 2025

My commission expires: January 26, 2025

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

ATTACHMENT F

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	ANTICIPATED DATE OF COMPLETION	CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
PO 028453 / 050524	Install Lining in the Master Lift Station	Install lining in the lift station located at the airport. Set up a bypass pump, take the station offline and remove the pumps and rails. We will then blast the station, minor grout work, prime and coat the interior of the station. Once this is completed and cured we will reinstall the pumps and rails, remove the bypass pump and have the station back online. This lining will seal the entire station from any intrusion. However this is not garanteed to reduce flows if there is intrusion throughout the system coming through piping or other manholes. This price is providing the L/S is still in the same conditions from previous quote done 3/2020.There was a slight increase on the coating cost from last year that has been adjusted to this quote	09/30/21	$52,700.00	Flagler County Airport 201 Airport Rd., Palm Coast FL 32164	Roy Sieger, Airport Director	386 313 4220 / F 386 437 7459	www.flaglercounty.org / rsieger@flaglercounty.org
19-C00116/DK / 20000097	Quality Drive Lift Station Rehabilitation	The station will need to be bypassed which will require a bypass plan submitted by the Vendor/Contractor. The rehabilitation will also include the installation of a permanent bypass pump which will take the place of the existing generator. This pump cannot be utilized for the bypass process during construction. A proposed grinder will need to be installed in accordance with the plans, the existing wet well, collector manhole and proposed manhole will be coated per HCUD specifications Section 9.The station will receive a new electrical panel as well. All site Improvements are as shown in the plans,	07/12/21	$876,394.29	Hernando County BOCC 1653 Blaise Drive Brooksville, FL 34601	Brad Smith	(352) 758 4858	BSmith@hernandocounty.us
20-TA003450AJ / T2020360	Satellite Lift Station R&R 2020, Group 2	Rehabilitation of sewage lift stations and manholes.	11/21/21	$657,947.30	Manatee County Public Works 1022 26th Avenue East Bradenton FL 34208	Anthony Benitez, Project Engineer II	(941) 704 7450 X 7333	anthony.benitez@mymanatee.org
20-7764	NCWRF Aeration Basin 5&6 Diffuser System	1. Sequenced shutdown of Aeration Basins 5 and 6 for replacement of diffusers, fittings, piping and pipe supports. Only one Aeration Basin shall be taken out of service at a time. 2. Dewatering and cleaning of Aeration Basins 5 and 6. This activity is to be coordinated with the sequenced shutdown. 3. New Sanitaire® Disc Fine Bubble Aeration System, identical to the existing system and as described in Xylem Water Solutions USA, Inc. Sanitaire® Job No. 02-5314S and existing O&M Manual, including the equipment for each grid 4. Leveling of the diffuser system. 5. Pull test for concrete anchors. 6. Start-up and testing for each Aeration Basin diffuser system. 7. Clean up and restoration.	11/13/21	$545,915.05	Collier County Public Utilities Engineering & Project Management Division10500 Goodlette Rd. Naples FL 34109	Peter Schalt, PMP Senior Project Manager/ Resident Engineer	(239) 252 5343 O / (239) 597 5355 F	peter.schalt@colliercountyfl.gov

ATTACHMENT J

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
18DB-OM-03-11-02-N27 / 0001-23-1	CDBG 18 NR Water Main Replacements, City of Waldo	The Project consists of furnishing all labor, equipment, and materials necessary to construct approximately 4,200 LF of 6" PVC water mains, including valves, fittings, fire hydrants, water services, and associated restoration; and the rehabilitation of Lift Station No. 1, including new pumps, piping, control panel, etc.	03/2021	$410,220.35	City of Waldo 14450 NE 148th Ave. (P.O. Drawer B) Waldo FL 32694	Kim Worley	(352) 468 1001	kim@waldo-fl.com
CSP08 / 149723005	Colonial Manor Water Main Replacements	Replacing approx' 8,504 LF of WM in the Colonial Manor development. Includes installation of new WM within the ROW, installation of new service connections, relocation of existing meters to be installed in new meter boxes, removal of existing meter boxes, installation of new service laterals, installation of fire hydrants, and grouting in place existing water mains (4" and greater only). Surveys, maintenance of traffic, sodding and site restoration are also required.	03/2021	$1,566,312.29	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM / Christopher Couch, Project Coord.	(407) 629 6900 / F (407) 629 6963	Rdickson@govmserv.com/ CCouch@govmserv.com
20-TA003172BB / 5005123-27	Satellite Lift Station R&R 2018, Group 2	Rehabilitation of existing sewage lift stations and manholes, which consists of, but not limited to, removal and complete replacement of the lift station electrical system and/or meter and per the provided details, discharge piping, fittings, valves, swing valves, guide rails, pipe bracing, base ells, mounting plates, wet well cleaning, spray liner, wet well/valve vault/manhole top replacement, and replacement/relocation of control panels and water services.	02/2021	$630,996.40	Manatee County Public Works 1022 26th Avenue East Bradenton FL 34208	Anthony Benitez, Project Engineer II	(941) 704 7450 X 7333	anthony.benitez@mymanatee.org
B-7-20-60 / 4500107911	San Sebastian Hydro Tank Rehabilitation	Provide temporary 3,000-gallon hydro tank with a site tube for maximum of 30 days, Provide temporary bypassing for hydro tank, Provide piping required for the temporary hydro tank, Provide oil-less compressor at least 100 psi, Provide piping required for the oil-less compressor, Replace air compressor, Replace pressure relief valve on the hydro tank, Perform hydro tank refurbishment or repairs, specifically paintings or coatings & Site restoration	02/2021	$40,549.00	BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Stephanie Reynolds, Procurement Analyst	(321) 617 7390	stephanie.reynolds@brevardfl.gov

ATTACHMENT K

Make Name	VIN Model	Status	Model Year	Asset Type
CHEVROLET	3500 W CRANE	Active	2012	Truck LD
FORD	F-550	Active	2003	Truck LD
FORD	F-550	Active	2012	Truck LD
BOBCAT	SKIDSTEER	Active	2012	Equipment
JOHN DEERE	544D LOADER	Active	1986	Equipment
JOHN DEERE	BACKHOE	Active	1986	Equipment
EQUIPMENT	DITCH WITCH TRENC	Active	1984	Equipment
EQUIPMENT	OBRIEN JET RODDER	Active	2010	Equipment
EQUIPMENT	ONAN PORT GENER	Active	1995	Equipment
EQUIPMENT	TRADEWIND PORT GEN	Active	2013	Equipment
EQUIPMENT	AKSA PORT GENERATOR	Active	2018	Equipment
TRAILER	TRAILER	Active	2007	Trailer
EMERSON	XSPORT ENCL TRL	Active	2004	Trailer
GOODWIN	4IN BYPASS PUMP	Active	2012	Equipment
BOBCAT	331	Active	2008	Equipment
GATOR MADE	EQUIPMENT	Active	2015	Trailer
GOODWIN	BYPASS PUMP	Active	2013	Equipment
TRAILER	FREEDMON 16FT ENCL	Active	2017	Trailer
GOODWIN	BYPASS PUMP	Active	2017	Equipment
GOODWIN	BYPASS PUMP	Active	2017	Equipment

ATTACHMENT L

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
	Little Manatee Springs MHP WTP - GST Replacement	Removal and replacement of the existing 9,200 Gallon steel water storage tank with three 10,000 Gallon precast concrete water storage tanks including a forced draft aeration system for hydrogen sulfide removal.	12/2020	$266,179.13	Hometown Little Manatee, LLC 10701 US HWY 441 Leesburg FL 34778	Aaron Pizer, Infrastructure Mgr., Corporate	312 292 1269 / F 312604 7501	apizer@hometownamerica.net
200171 / NA	High Service Pump No 4 Replacement at the Main WTF	Furnish and install HSP	12/2020	$74,749.00	City of Leesburg 501 West Meadow St., PO Box 490630 Leesburg FL 34749	Al Purvis, Chief Plant Operator	O: (352) 728 9786 x 2457 / C: (352) 516 7129	al.purvis@leesburgflorida.gov
18-DB-OM-05-48-02-N22 / 1004-03.1	TOWN OF OTTER CREEK CDBG 18 NR WATER TREATMENT PLANT NO. 2 IMPROVEMENTS	Construction of an equipment building, high service pumps, a hydropneumatic tank, and associated site work, electrical work, and instrumentation.	12/2020	$455,799.95	Town of Otter Creek 555 SW 2nd Ave., Otter Creek FL 32683	Russell Meeks, Sr. Mayor / Mary Degroot, City Clerk	(352) 486 4766	ottercreektownha@bellsouth.net
20-051	Waterline Backflow Preventor at Clover Park	Installation of Backflow Preventor	11/2020	$37,881.83	St. Lucie County BOCC, 2300 Virginia Ave., Fort Pierce FL 34982	Willie Redden, Project Manager	(772) 462 2159	
RFP 20-04	SNL Unit 23 WWTP Diffuser Project	Replace the aging and failing diffusers located in the Unit 23 Waste Water Treatment Plant	09/2020	$76,280.37	Sun 'N Lake of Sebring Improvement District 5306 Sun 'N Lake Blvd., Sebring FL 33872	Tanya Cannady, GM	(863) 382 2196 / F (863) 382 2988	
B-5-19-42 / PO 4500104603	Lift Station X-03 Rehabilitation	Rehabilitation of Lift Station X-03	08/2020	$115,468.00	BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Corey McMillen, Procurement Analyst	(321) 617 7390 / (321) 617 7391	corey.mcmillen@brevardfl.gov
18DB-OM-05-70-02-N28 / 1303-04-1	CDBG 18 NR North WTP Improvements	Construction of a public supply well having an approximate total depth of 700 feet with a 30 HP vertical turbine pump, associated piping, sitework, and electrical work.	06/2020	$508,723.51	City of Webster 85 East Central Ave Webster FL 33597	Deanna Naugler, City Mgr./ Mark Chesser PW Director	(352) 793 2073 / (352) 254 0850	dnaugler@websterfl.com / mchesser@websterfl.com
2019000096 / NA	Lift Station 815 Rehabilitation	Demo & removal of existing equipment, piping and appurtenances in the existing wet well, demo of existing valve vault. Wet well stabilization, install new access hatches, pumps, rails, discharge piping and appurtenances and above grade valve assembly; tie into existing FM, site work improvements, concrete equipment pads, general site restoration, relocation of TCU, installation of new generator	05/2020	$573,376.88	Charlotte County BOCC 18500 Murdock Circle, Suite 344 Port Charlotte FL 33948	Kathy Lindback/ Denise Caruthers	(941) 743 1378 / F (941) 743 1384	kathy.lindback@charlottecountyfl.gov
1819-04R / 191596	City of Atlantic Beach Sea Oats Water Service Replacement	Replacement of 82 long and short poly water services on Sea Oats Drive from the 1600 block to the 1900 block, to include Glassmaster composite meter boxes with touchread lids.	02/2020	$92,756.70	City of Atlantic Beach 800 Seminole Rd., Atlantic Beach FL 32233	Patricia Drake, Purchasing Agent	(904) 247 5880 /)(904) 247 5819	pdrake@coab.us

ATTACHMENT L

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
2019-50 / NA	Hillsborough Booster Pump Station Improvements	Replace corroded steel pipe, fittings, and valves located within the Hillsborough Booster Pump Station. Installation of new Ductile Iron or custom welded SST piping, fittings and Iron Body Butterfly Valves (12" & 16") within the confines of the 1 story facility.	02/2020	$84,584.35	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Patsy Adkins Interim City Clerk	(941) 429 7064 / F (941) 429 7008	padkins@cityofnorthport.com
NA / 142173250	WWTF Capacity Improvements Phase I	Construction of a bypass and concrete overflow weir for the existing tertiary filter including, but not limited to, construction of structural modifications, ductile iron pipe, fittings, valves, motorized actuators, electrical, instrumentation, and SCADA modifications. Construction of a bypass for the existing head works including, but not limited to, construction of pipes, fittings, valves, electric motor actuators, electrical, instrumentation, and SCADA modifications. Construction of an interconnection and by-pass from the City of Wildwood WWTF Reclaimed Water Main to the North Sumter Utilities pipeline including, but not limited to, construction of 12" PVC pipe, fittings, valves, motorized actuators, flow meter, electrical, instrumentation, and SCADA modifications.	01/2020	$913,917.36	City of Wildwood 100 North Main Street Wildwood, FL 34785	Mark O'Dell, Utilities Director/ Robert Valentich WW Div Mgr.	(352) 330 1346 / (352) 330 1349	MODell@wildwood-fl.gov/ Rventich@wildwood-fl.gov
JFB-NK-19-004 / NA	Hillcrest Well Site Hydropneumatic Tank Replacement	Replace One (1) 10,000 Gallon Hydropneumatic tank at the Hillcrest Well site.	08/2019	$78,300.00	Pasco County BOCC 7536 State Street, Suite 221 New Port Richey FL 34654	Kimberly Washington, Purchasing Dept	(727) 847 8194 / (727) 847 8065	Kwashington@pascocountyfl.net
18-04-00 / 17052.004	DeSoto County Lake Suzy Pumping System LS 7 Upgrade & Booster LS 15	Construction of a new duplex sewer lift station, as well as upgrade improvements to another existing duplex sewer lift station, as part of DeSoto County Utilities' new Lake Suzy wastewater collection and transmission system. These two (2) lift stations are to be connected to existing force mains (6" and 16" respectively) which will transmit wastewater from the Lake Suzy developments to the 16" transmission main and pumping system for treatment at the DeSoto County Regional WWTP	07/2019	$556,353.38	DeSoto County BOCC 201 E Oak Street Arcadia FL 34266	Jeannine Tatum, Utilities Coordinator	(863) 491 7500	J.Tatum@desotobocc.com
PS061 / GUA2038.1	Seven Springs Wastewater Treatment Facility Improvements	Master Lift Station: Install air conditioner in control panel and replace pump VFDs. South Train Phase I Tanks Improvements: F&I a coarse bubble diffuser system, including air piping from blower room. F&I sludge pump-out piping. Furnish and install telescoping valves and decant piping. South Train Phase II Tanks Improvements: Replace clarifier drive and supports. F&I fine bubble diffuser system. F&I RAS/WAS pumps and piping. F&I influent magnetic flow meter, including piping modifications. Filter Replacement: F&I two (2) disc filters. Demolish existing steel and traveling hood filters. Aeration Blowers Replacement and Piping Modifications: Install two (2) 150-HP Turbo Blowers in the north train blower room. Install two (2) 75-HP Turbo Blowers in the south blower room. Relocate one (1) 150-HP centrifugal blower from north train blower room to south train blower room. Intermediate Pump Station Gravity Line: F&I gravity line from intermediate pump station to the existing reject bag.	06/2019	$2,105,835.28	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM/ Dewey David Huff, CPM	(407) 629 6900 / F (407) 629 6963	Rdickson@govmserv.com/ Dhuff@govmserv.com

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
NA / W.2526.00 & M. 2535.00	Winfred Drive Pump Station Improvements and Montclair Elementary Pump Station Improvements	Removal of existing suction lift pumps, housing, piping and electrical. Construct new submersible pumps and piping. Construct new control panel. Construct new electrical wiring.	06/2019	$274,921.96	Town of Orange Park, Public Work Department 700 Ash Street Orange Park FL 32073	Chuck Pavlos	(904) 264 7411	cpavlos@townop.com
N69450-18-D-5644/ N69450-18-F-1419 (Sub-Contractor)	Replace Tank at Water Plant	Hydro Tank Replacement	06/2019	$37,170.75	NAVFAC Southeast PWD Jacksonville Bldg., 27 PO Box 5 Jacksonville FL 32212			
18B-027 / C19-0379	VCSA & LSSA WWTP Sodium Hypochlorite Improvements	Replacement of the sodium hypochlorite tanks. Replacement of piping and appurtenances as required for replacement of the tanks and pumps. Restoration of the metal buildings to a condition as good as or better than prior to construction. Add Alternate Bid Item: Replacement of the sodium hypochlorite metering pumps.	06/2019	$306,947.37	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
8134 / B180367DLK	Pine Island WWTP Effluent Pump Station Replacement	Replacement of the effluent pump station. The effluent pump station consists of an 8-foot diameter wet well approximately 15-feet deep, with (3) vertical turbine pumps and above ground piping and controls. The above ground portion consists of a concrete slab that is approximately 17-feet long by 10-feet wide with a steel I-beam and steal plate system, used to support the pumps and piping. Including modifications to the wet well concrete lid configuration, include construction on new discharge piping, (3) new submersible pumps, changes to the chlorine dosing system, including modifying the chlorine disinfection system from a constant feed rate to a variable feed system to be paced with the actual plant flow rate and other ancillary improvements.	05/2019	$437,159.59	Lee County BOCC 1500 Monroe Street Fort Myers FL 33901	Diana Khan, Manager	(239) 533 8881	Dkhan@leegov.com
17DB-OL-03-25-02-N 02 / 16003	Town of Cross City WWTP 2017 Wastewater Improvements CDGB	Pump Station Upgrades: Includes pumps, valve, controls, and control panel replacement at the Town's five pump stations. Generator sets to be installed at two pump stations. WWTP: Gate replacement on the aluminum fabricated RAS splitter box and replacement of a variety of ductile iron fittings / valves on the existing circular secondary clarifier, sludge drying beds, and reuse pumps. Effluent Sprayfield Pump Station: Upgrade the existing pump station control panel, replace the existing conductivity sample pump and associated piping, and replace the sprayfield pump motors. Testing and preparation of close out and record documents.	05/2019	$596,171.87	Town of Cross City PO Box 417 (99 NE 210 Ave) Cross City FL 32628	Mike Cassidy, City Manager	(352) 598 3307	
NA / B170199DLK	North Lee County Water Treatment Plant RO Concentrate Acid Feed System /	Installation of new sulfuric acid metering pump skid to provide appropriate chemical dosing. Replacement of sulfuric acid conveyance piping and tubing to appropriate size. Replacement of the existing sulfuric acid day tank and radar type level sensor/transmitter. Abandonment and removal of existing sulfuric acid piping, mass flow meter, and appurtenances, as specified. PLC programming and control interface modifications.	05/2019	$124,689.85	Lee County BOCC 1500 Monroe Street Fort Myers FL 33901	Diana Khan, Manager	(239) 533 8881	Dkhan@leegov.com

Packet Pg. 460

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

4.4.e

ATTACHMENT L

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
17B-031 / NA	Hypochlorite Systems VCSA WTP No. 1, LSSA WTP No. 2 & VWCA Irrigation Pump Station No. 3	Construct hypochlorite systems at two (2) Water Treatment Plants (WTP) and one (1) Irrigation Pump Station	04/2019	$406,574.31	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(352) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
MDS02 / 147923003	MacDill AFB Headworks & Grit Removal System Replacement	Replacement of the existing headworks structure at MacDill Air Force Base WWTF. Installation of a headworks channel, relocation of the existing Huber mechanical step screen, installation of grit removal equipment, modification to the flow equalization tank for grit removal equipment installation, demolition of the existing headworks structure, site work, and piping improvements	03/2019	$1,203,927.00	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM / Jim Gorry Inspector	(407) 629 6900 / F (407) 629 6963	RDickson@govmserv.com/ JGorry@govmserv.com
PSP07, PAP07, LIP07 & CSP07 / NA	Pasco County LS Rehabilitation	Rehabilitation of twenty-eight (28) lift stations in the Pasco Service Area. Modification to include replacement of wet well piping, lids, hatches, meter cans and electrical panels, installation of above grade piping manifold, Spectrashield coating, and installation of pumps and pump bases	02/2019	$1,029,987.05	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM/ Dewey David Huff, CPM	(407) 629 6900 / F (407) 629 6963	Rdickson@govmserv.com/ Dhuff@govmserv.com
2018-34 / 101298-22076	City of North Port 2017 Lift Station Rehabilitation Project	Construction work for eleven (11) sewer/wastewater lift stations and includes the rehabilitation of the piping, electrical/SCADA and pumps.	02/2019	$974,250.97	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Patsy Adkins Interim City Clerk	(941) 429 7064 / F (941) 429 7008	padkins@cityofnorthport.com
17-39 / NA	Ocean Gate, Atlantic Oaks, and Marsh Creek Lift Station Improvements	Mobilization/demobilization, site work, force main piping, bypass pumping, rehabilitation of each lift station, all instrumentation and electrical, testing and all permits	01/2019	$411,104.94	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us
17-40 / NA	Quail Hollow, Spyglass and Summerhouse Lift Station Improvements	Mobilization/demobilization, site work, force main piping, bypass pumping, rehabilitation of each lift station, all instrumentation and electrical, testing and all permits	01/2019	$399,361.25	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us
18B-019 / C18-1138	NSU WWTP Headworks Bypass	Work includes surface preparation activities and application of calcium aluminate coating.	01/2019	$146,570.01	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
170441 / 533239	Sewage Pump Furnish and Install - Canal WWTF	F&I a new sewage pump. Includes modifying the existing piping between two digesters to accommodate the new pump and programming the SCADA system to allow automatic control and shut down of new pump.	12/2018	$80,130.00	City of Leesburg 501 West Meadow St., PO Bod 490630 Leesburg FL 34749	Jerrill Robinson, Chief Plant Operator	(352) 729 9786 Ext 2452/ F (352) 516 4053	Jerrill.robison@leesburgflorida.gov
18B-012 / C18-1037	NSU WWTP Oxidation Ditch No. 2 & Surge Tank Grit Removal	Oxidation Ditch No. 2 Cleaning, Hauling/ Disposal of Removed Grit & Debris. Surge Tank Cleaning, Hauling/ Disposal of Removed Grit & Debris	12/2018	$83,794.00	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

ATTACHMENT L

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
4500096386 / NA	Brevard County Reject Pond Valves	Remove one 12" flanged butterfly valve with air actuator Install one new 12" flange butterfly valve with electric actuator New valve to be DeZurick New actuator to be Rotork Remove air lines for actuator Install electrical circuits for new actuator. Remove one 10" flanged butterfly valve with air actuator Install one new 10" flange butterfly valve with electric actuator New valve to be DeZurick New actuator to be Rotork Remove air lines for actuator Install electrical circuits for new actuator Provide factory start-up services to adjust valve actuators	10/2018	$29,411.25	BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Mark Farias, Chief Operator	(321) 264 5099	mark.farias@brevardcounty.us
NA / 1702021	Town of Micanopy WTP Electrical Sys Repl & Upg	Replace the electrical system at the Town's Water Treatment Plant , including the replacement of two 40-hp well pumps, new controls and generator.	08/2018	$199,675.00	Town of Micanopy 706 NE Cholokka Blvd., (PO Box 137) Micanopy FL 32667	Debbie Gonan, Administrator	(352) 466 3121 / F(352) 466 4912	Townhall@micanopytown.com
CSP06 / 149723002	Dixie Groves WM Replacement	Replacing approx. 14,750 LF of water main in the Dixie Grove development. Replacement of water mains includes installation of new water mains within the right of way, installation of new service connections, relocation of existing meters to be installed in new meter boxes, service laterals, and grouting in place existing water mains (4" and greater only), as shown on the Drawings. Surveys, maintenance of traffic, sodding and site restoration are also required under this contract.	07/2018	$865,662.26	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM / Christopher Couch, Project Coord.	(407) 629 6900 / F (407) 629 6963	Rdickson@govmserv.com/ CCouch@govmserv.com
17B-013 / C17-0440	VWCA Irrigation Pump Station #1 & #4 Valve Replacement	Replace of irrigation pump station valves on PS 1 & 4 Replace Influent Control Valve on PS 1.	06/2018	$81,455.00	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
B71732/NSRR49 / BRV011	North Brevard WWTP Filter Galley Improvements	Replacement of the existing solenoid actuators of two waste valves and two backwash valves with electrical actuators. In this project, only the actuators will be replaced. Replacement of the existing filter control system with a new PLC and Touch Panel control system, connection of the new filter control system to the existing plant SCADA system and provision for future actuator replacements for the remaining filter control valves including power and control, and all other incidentals including demolition necessary to complete the work.	04/2018	$207,017.84	BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Craig Helpling, PM	(321) 617 7390/ F (321) 617 7391	craig.helpling@brevardfl.gov
47580 / NA	Lift Station 34 Wet Well Rehabilitation	Install flow through plug, Clean Wet Well W/ Vac Truck, Float Floor of 8" Diameter Concrete, Coat LS Wet Well with Raven Liner, Install 2 NPU Provided Base Plates, Install 2 NPU Provided Flyght Bases	04/2018	$25,956.00	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Patsy Adkins Interim City Clerk	(941) 429 7064 / F (941) 429 7008	padkins@cityofnorthport.com
UT16-38/KR / 200-08309-15016	City of Cape Coral Refurbishment of Lift Station 106, 112, 114, 124, 214 & 304	Refurbishment of six (6) lift stations (No. 106, 112, 114, 124, 214, & 304), including the rehabilitation of the existing wet wells, electrical improvements, the replacement of submersible pumps, replacement of the upper barrel section of the wet well, and the furnishing and installation of associated piping and valves, the replacement of valve vault and wet well lids and hatches, the replacement of the valve vault, and the miscellaneous concrete work as required.	03/2018	$1,078,348.67	City of Cape Coral PO Box 150027 Cape Coral FL 33915	Kathy Rose, Contract Specialist	(239) 574 0831 / F (239) 242 3679	Krose@capecoral.net

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

ATTACHMENT L

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
NA / NA	Replacement of Hydropneumatic Tank	Remove and dispose of the existing hydro tank and saddles Install two new 96" x 6" rise ASME code fabricated steel saddles. New hydro tank to be 96" dia x 35'-9", 14,000 gallons, ASME code, 100 psi operating pressure, interior to have NSF 61 epoxy coating. Install a new ASME code pressure relief valve. Install 2 new 12" flanged coupling adapters on the inlet and outlet piping. Connect to the existing 4" DIP line. Install a new sight glass and air compressor column. Install a new whitewater air compressor. Exterior of tank to be factory epoxy primer and urethane finish coat (Forest Green) Approximate delivery of 14 weeks after appoved shop drawing.	01/2018	$65,039.46	City of Wildwood 100 North Main Street Wildwood, FL 34785	Christopher Picardi, MBA Utilities Director	(352) 330 1346 / F (352) 330 1347	Cpicardi@wildwoord-fl.gov
NA	Bocilla Island WWTP Replacement	Installation of new wastewater treatment plant having design capacity of 12,000 gallons per day.	12/2017	$296,387.96	Bocilla Island Club, Inc. 16757 Bocilla Palm Drive Bokeelia FL 33922	John G Haubenreich, HOA President	(239) 283 1237/ F (239) 896 7723	bocillaamgr@gmail.com
16-58 / NA	St Andrew LS Improvements	Upgrades and modifications to one (1) wastewater lift station and includes the following : Installation of new stainless steel piping, valves, guide rails, pump bases, submersible pumps, wet well liner, concrete slab with access hatch, fence, Tuff Track stabilized driveway, control panel, electrical wiring, equipment rack, service disconnect, RTU and all other appurtenances	11/2017	$217,375.60	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us
USW Private Utility / NA	HC WW Road Widening Project	Lake Josephine Drive Improvements 8" Water Main Approx. STA 118-00 to STA 69+00 and approx STA 26+00 to STA 53+00	10/2017	$511,139.09	HC Waterworks, Inc. 4939 Cross Bayou Blvd., NPR FL 34652	Joe Gabay	(727) 848 8292	jgabay@uswatercorp.net
2512 / NA	Morgan Street Pump Station Improvements	Removal of existing suction lift pumps, housing, piping and electrical. Construct new submersible pumps and piping. Construct new control panel. Construct new electrical wiring.	10/2017	$113,500.00	Town of Orange Park, Public Work Department 700 Ash Street Orange Park FL 32073	Chuck Pavlos	(904) 264 7411	cpavlos@townop.com
2017-29 / NA	Lift Station Rehabilitation Project 2017 Phase 1	Demolition as required and specified; confined space entry; plugging of inlet flows as required for entry to lift station; wet well lining; by-pass pumping if required; core boring top slabs for discharge piping; new tie ins to existing force mains; wet well lid replacement; and, provision and installation of required fittings, piping, valves, and pumps, etc. for rehabilitation of three (3) existing in-ground submersible sewer/wastewater pumping stations identified herein. (Additional work done at LS 63 for Discharge Piping)	08/2017	$176,389.66	City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	Patsy Adkins Interim City Clerk	(941) 429 7064 / F (941) 429 7008	padkins@cityofnorthport.com
2017000003 / NA	Installation of Standby Jockey Pump	Installation of an additional jockey pump to the high service pump facilities located in the Reverse Osmosis (RO) building of the Burnt Store Water Treatment Plant. Improvements include pump installation, piping and valves, electrical power supply, controls, and miscellaneous work related to the rendering a complete, operational second jockey pump on the site. The jockey pump that is to be installed is already owned by Charlotte County and it is stored at the site.	06/2017	$119,423.11	Charlotte County BOCC 18500 Murdock Circle, Suite 344 Port Charlotte FL 33948	Kathy Lindback/ Denise Caruthers	(941) 743 1378 / F (941) 743 1384	kathy.lindback@charlottecountyfl.gov
NA / 1404-20-1	City of Starke Lift Station Upgrades	Rehabilitating four (4) existing duplex sewage pump stations by installing new self-priming sewage pumps, new wetwell tops, new suction and discharge piping, new control panels, lining of existing wetwells, bypass pumping, and associated electrical and sitework. CO 1 Install liner on US 301 Wetwell.	06/2017	$452,702.00	City of Starke 209 N Thompson St., (PO Drawer C) Starke FL 32091	Tom Ernharth, City Manager	(904) 964 5027 / F (904) 966 0584	ternharth@cityofstarke.org

Packet Pg. 463

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

4.4.e

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
2016-0002 / 9514/25/1	WWTF No. 2 Aeration Improvements	Construction of a centrifugal blower, the relocation of an existing centrifugal blower, the rehabilitation of the concrete work in the existing influent structure and associated piping, sitework, and electrical work.	06/2017	$566,460.99	Town of Lady Lake 136 Skyline Drive, Lady Lake FL 32159	C.T. Eagle Sr., PW Director	(352) 751 1526 / F (352) 751 1595	cteagle@ladylakepw.org
16B-038 / NA	VWCA PS #1 & PS #1 Valve Replacements	Replacement of Irrigataion Pump Station Valves	02/2017	$35,450.00	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
2016-Glenview-02 / NA	Glenview Golf Course PS Rehabilitaton	Complete replacement of (1) one 100 HP HSP from the discharge head down; replacement of head and column shaft, spider bearings and column pipe of (1) one other 100 HP HSP; replacement of (2) two 8" check valves and replacement of (2) two 8" isolation valves; replacement of (3) three flanged spool pieces; and replacement of the pump station base (or skid).	01/2017	$75,944.00	The Villages Operating Company 1020 Lake Sumter Landing, The Villages FL 32162	Ron Tripp, Maintenance Mgr	(352) 753 1756	ronald.trip@ch2m.com
UA041 / F10516	Florida Central Commerce Park WWTP FM Interconnection with the City of Longwood	Installation of 1,600 L.F. of 6-inch FM by combination of open cut installation and directional drill. The project will convey the FM along the central median of Florida Central Parkway to connect to an existing abandoned 6-inch forcemain at the intersection of SR 434. Also, two (2) strap-on flow meters in meter vaults will be installed. Then, twenty (20) days after substantial completion and observation of operation, the connection at the lift station to the wastewater treatment plant will be cut and capped.	11/2016	$239,838.73	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Robert Dickson, P.E. CPM	(407) 629 6900 / F (407) 629 6963	RDickson@govmserv.com
15-014 / 200-8490-15003	Lift Station No 16 Improvements	Replace the valve vault, wet well top slab and hatches, force main, valves, electrical and control systems, and pumps, along with rehabilitation of existing concrete wet well and installation of a new wet well coating. Construction will utilize open trench methods, sheeting and bracing techniques, as required. Also included is all bypass pumping operations and temporary erosion and sediment control for all areas as detailed on the plans and required by governing authorities. Landscape restoration activities include replacement of sidewalk, sodding and mulching to match preconstruction quality and quantity and landscaping to screen the control panels. Also, provide and install a new air release at the location shown on the Drawings.	10/2016	$227,167.91	City of Winter Garden 300 West Plant Street, Winter Garden FL 34787	Paul Conroy	(407) 656 4111	Pconroy@cwgdn
NA / 200-08520-15001	City of Minneola Quail Valley Wastewater Collectiion System Modifications	Rehabilitation of the existing Quail Valley Lift Station No. 1 with new submersible pumps, discharge piping, and control panel modifications. Additionally, installation of approximately 325 LF of 6-inch PVC force main through open cut and approximately 1,000 LF of 8-inch HDPE force main through directional drilling within the City rights of way.	09/2016	$228,553.00	City of Minneola 800 N Hwy 27 (PO Drawer 678) Minneola FL 34755	Fred Miller, PM	(352) 394 3596	fmiller@minneola.us
15-64 / NA	Lift Station Improvements Fish Island, Bartram Oaks & Bermuda Run	Upgrades/modifications to three (3) wastewater lift stations located at various locations including removal/demolition of existing lift station infrastructure, replacement of wet well top slabs, application of wet well liner, replacement of piping, replacement of pumps, installation/ replacement of electrical and telemetry equipment and miscellaneous site work associated with lift station modifications.	08/2016	$409,342.71	SJC BOCC 500 San Sebastian View St Augustine FL 32084	Leigh Daniels, CPPB Senior Buyer	(904) 209 0150/ F (904) 209 0155	Jdaniels@sjcfl.us

Packet Pg. 464

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

4.4.e

ATTACHMENT L

OWNER # / ENGINEER #	PROJECT NAME	SCOPE OF WORK	DATE OF COMPLETION	FINAL CONTRACT AMOUNT	OWNER NAME / ADDRESS	OWNER CONTACT / TITLE	OWNER PHONE/ MOBILE/ FAX	OWNER WEBSITE/ EMAIL
16B-034 / NA	Lift Station #16 Riser Pipe Replacement and Wet Well Coating	Rehabilitation of Lift Station	08/2016	$25,663.00	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
14-C-00041	37th Street Pumping Station Improvements	Removal and replacement of existing pumps, pump bases, discharge piping, valves, fittings, electrical and control systems; Tapping existing 24" force main, installing line-stop, and bypassing the station	06/2016	$560,488.21	City of Tampa 3808 East 26th Ave. Tampa FL 33605	Michelle Mitchell, Contract Admin	(813) 635 3417	michele.mitchell@tampagov.net
NA / 142173153	Ashley Parcel Water Treatment Plant	Construction of a 0.720 MGD water treatment facility near the City of Wildwood. The treatment plant will consist of the installation of a vertical turbine pump, two 10,000 hydropneumatic tanks, a control building, a sodium hypochlorite disinfection system, a chlorine analyzer, a backup generator, 12" site piping with associated fittings, SCADA system, site fencing, a camera security system and access driveway.	06/2016	$825,395.44	City of Wildwood 100 North Main Street Wildwood, FL 34785	Mark O'Dell, Utilities Director	(352) 330 1346	MODell@wildwood-fl.gov
15B-034 / NA	The Villages Water Conservation Authority (VWCA) No. 3 & No. 8 Influent Control Valve Replacement	Replacement of Influent Control Valve No 3 (1665 Bailey Trail) & No 8 (2508 St Charles Place)	04/2016	$121,588.00	Villages Community Development District (VCDD) 984 Old Mill Run The Villages FL 32162	Terry Austin, Utilities	(321) 751 3939 / F (352) 753 1572	Terry.Austin@districtgov.org
	MacDill AFB Gravity Sewer Upgrades, Phase I	Replacement of 6830' Gravity Sewer and 35 manholes	02/2016	$2,419,020.00	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Jim Gorry Inspector	M (727) 809 0914	Jgorry@govmserv.com
	Northside Master Lift Staion, MacDill AFB	Installation of Triplex Master Lift Station Facility, Telemetry, Backup Power and 1200' of FM	01/2016	$1,493,704.80	FGUA (Florida Governmental Utility Authority) 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Richard Burnette/ Jim Gorry	M 813-293-2998	jgorry@govmserv.com / Richard.Burnette@us.af.mil
15-0089DC / NA	Satellite Lift Station R&R 2014, Group 3	Rehabilitation of four (4) sewage lift stations, which includes, but is not limited to, replacement of discharge piping, fittings, valves, swing valves, guide rails, pipe racing, base ells, mounting plates, wet well cleaning, wet well lining and/or wet well/valve vault top replacement.	01/2016	$279,637.44	Manatee County Public Works 1112 Manatee Ave West, Suite 803 Bradenton FL 34605	Deborah Care-Reed, Contract Buyer	(941) 749 3074	Deborah.carey-reed@mymanatee.org

Packet Pg. 465

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

4.4.e

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
Wet Well Coating Raven 405	Danus Utilities Inc 2320 Beardall Ave Sanford Fl 32771	1) City of Holly Hill 386-566-1600 2) 3) Brevard County 321-633-2089
		1) City of Port Orange 386-506-5753 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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	Satellite Lift Station R&R 2018 Group 2	Manatee County Public Works	Lift Station Rehab $630,996.40	Anthony Benitez P.E. II 941 704 7450 anthony.benitez @mymanatee.org	03/2020 - 2/2021
2	Lift Station 815 Rehabilitation	Charlotte County BOCC	Lift Station Rehab $573,376.88	McKim & Creed Mike Nixson, P.E. 941 379 3404 mnixon@mckimcreed.com	06/2019 - 05/2020
3	Ocean Gate, Atlantic Oaks, and Marsh Creek Lift Station Improvements	St Johns County BOCC	Multiple Lift Station Rehab $411,104.94	Scott Trigg 904 209 2614 strigg@sjcfl.us	9/2017 - 01/2019

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, U. S. Water Services Corporation as Principal and North American Specialty Insurance Company of the City of Kansas City State of Missouri, 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:

LIFT STATION #5 REHABILITATION

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of July, 2021 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

4939 Cross Bayou Blvd.

New Port Richey, FL 34652

Address

U. S. Water Services Corporation

Corporate Principal

ATTEST:

_____

President AFFIX CORPORATE SEAL

1200 Main Street, Ste 800

Kansas City, MO 64105

Address

By _____

AFFIX CORPORATE SEAL

North American Specialty Insurance Company

Corporate Surety

ATTEST:

_____

Jennifer L. Hindley, Attorney in Fact & FL Licensed Resident Agent

Title

Inquiries: (407) 834-0022

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MO

DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney name in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of OCTOBER, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 21st day of OCTOBER, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice Presider of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of July, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington Internat
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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. RFP-21-WW-03 for City of Holly Hill Lift Station #5 Rehabilitation.

This sworn statement is submitted by U.S. Water Services Corporation whose business address is 4939 Cross Bayou Blvd., New Port Richey FL 34652 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0008821. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Gary Deremer any my relationship to the entity named above is President.

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

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

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

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

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

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

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

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

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

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

(Signature)_____ Date: 7/21/2021

State of Florida County of Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gary Deremer who, after first being sworn by me, affixed his/her signature in the space provided above on this 21st day of July, 2021

CHRISTINA R CREGO
Notary Public-State of Florida
Commission # HH 85112
My Commission Expires
January 26, 2025

Notary Public

My Commission Expires: January 26, 2025

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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: U.S. Water Services Corporation

SIGNED BY: _____

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

TITLE: Gary Deremer, President

ADDRESS: 4939 Cross Bayou Blvd.,

CITY AND STATE: New Port Richey FL 34652

TELEPHONE: 727 848 8292

COMPLETION TIME: 180 Days

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

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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
Gary Deremer, President

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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:

Trench Safety Item (Description)	Cost
Standard Trench Box (100 LF at $50/LF)	$5,000.00
Standard Shoring (50 SY at $100/SY)	$5,000.00

Ten-Thousand Dollars

(Cost in Words)

TOTAL $ 10,000.00

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

COMPANY NAME: U.S. Water Services Corporation

DATE: 7/21/2021 BY: _____
Gary Deremer, President

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

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

AFFIX CORPORATE SEAL

US Water Services Corporation CORPORATE SEAL 2003 FLORIDA

END OF SECTION

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

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

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

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

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

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

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

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

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

(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.

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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 ofthe 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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

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

Revised September 2005

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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

Items marked "X" must be provided

		Minimum Limits Required	
X	General Liability		
X	Commercial General Liability	$ 2,000,000	General Aggregate
X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
—	_____	$ 1,000,000	Personal & Advertising Injury
—	_____	$ 1,000,000	Each Occurrence
—	_____	$ 100,000	Fire Damage Pump Stations
X	Automobile Liability		
	Owned, Hired & Non-Owned	$ 1,000,000	Combined Single Limit per Occurrence
X	Worker's Compensation and Employer's Liability	Statutory	
		$ 100,000	Each Accident
		$ 500,000	Disease - Policy Limit
		$ 100,000	Disease - Each Employee
—	Professional Liability - Errors & Omissions (*To be completed by Bidder)		
	* Deductible: $_____	$_____	Aggregate
	* Claims Made (Y/N):_____	$_____	Each Claim
	*Occurrence (Y/N):		
	*Defense included in Limits (Y/N):		
X	Builder's Risk/Installation Floater (*To be completed by Bidder)		
	Flood included $___Limit	$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____Limit		
	* Storage included $_____Limit		
	City must be a named insured. Copy of policy will be required.		
—	Other		
	_____	$	
	_____	$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

_____
Bidder - Authorized Signature Gary Deremer, President
A complete copy of this form with original signature must accompany bid.

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Addendum No. 1

Project Name:	Lift Station #5 Rehabilitation	Client:	City of Holly Hill
Project Location:	Holly Hill	Client Representative:	Antoine Khoury, PE
Project Number:	1000710-200996.01	Mead & Hunt, Inc. Manager:	John Mischle
Date:	July 15, 2021	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

A. Bids will be received until July 21, 2021 @ 2:00 p.m.

B. Contractor shall have personnel with ability to respond to emergency at site within 30 minutes at all times until completion of bypass pumping operation.

C. Silt fence to be Triton, yellow, heavy duty PVC silt fence as manufactured by GEI Works or approved equal

II. SPECIFICATIONS – N/A

QUESTIONS

1. Holly Hill, LS 5, RFP21-WW-03 requires clarification regarding the mounting location of the SCADA system Pump controller. The drawing shows RTU as a separate enclosure, and our understanding based on Utility inputs is system should be mounted and integrated into the new control panel; please clarify.
   Answer: To be installed in new control panel

2. The DFS scope should decommission the existing RTU and antennas system once the by-pass is in place. Provide existing TCU to the awarded panel shop/contractor. Return for commissioning of new control panel and remount antenna and support system; please advise.
   Answer: Agree

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

3. Would GeoKrete geopolymer be approved as an equal to the calcium aluminate underlayment and epoxy topcoat composite system?
   Answer: No

4. What is the Engineer's estimate on this project?
   Answer: $288,860

5. How many copies are to be provided in the sealed bid? Page 5 states 3 copies and page 11 states 4 copies.
   Answer: Four (4) copies are required.

6. 22 13 29 – 4: Please confirm that factory performance tests are required. That is not typical for pumps of this small hp.
   Answer: Not required.

7. 22 13 29 – 6: Please note that field tests are typically for flow/head/amperage only and typically do not include efficiency, power consumption, etc.
   Answer: Acknowledged.

8. 22 13 29 – 8: Please note that the vibration survey and certified alignment are not applicable to submersible pumps.
   Answer: Acknowledged.

9. 33 32 20 – 2: On prior projects Holly Hill has required a 5-year, 100%, non-prorated warranty on the submersible pumps. This spec calls for a standard prorated warranty. Which is required?
   Answer: 5-year 100% non-prorated warranty

10. 33 32 20 – 4: Please note that the Sulzer pump model specified uses a vortex impeller, not the ContraBlock with self-cleaning wear plate.
    Answer: Acknowledged

11. With regards to the submersible transducer that is specified, I have been told by Holly Hill maintenance personnel that for this project they would like to use the DFS bubbler system in lieu of a submersible transducer. Please verify this change is to be made.
    Answer: Transducer and stilling well to remain

12. Regarding the DFS equipment that is specified:
    a. It is our understanding that a new DFS telemetry unit was recently installed at this site. Is the existing DFS unit being re-used, or is a new unit required?
       Answer: Re-used

    b. The plans show the DFS unit in a separate enclosure on the electrical rack. It is our understanding that the City of Holly Hill would prefer that the DFS unit be installed in the new

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

pump control panel as they have done on other recent projects. Please clarify where the DFS controller is to be installed.
Answer: To be installed in new control panel

c. It is our understanding that the City of Holly Hill has a lease agreement with DFS for the telemetry equipment. With regards to the telemetry equipment for this project, can you please clarify what the contractor / vendors are responsible for what the City of Holly Hill handles directly with DFS?
Answer: Contractor is responsible for all interaction with Data Flow Systems and pump/panel manufacture/vendor to provide a complete working properly integrated telemetry system.

13. 33 32 20 – 17: Previous projects for Holly Hill have used a safety grate on the wetwell hatch. Please confirm that is desired for this project.
Answer: A safety grate is required for the wetwell hatch.

END OF ADDENDUM

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

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WW-03 for the Lift Station #5 Rehabilitation project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Gary Deremer, President **(NAME / TITLE)**

7/21/2021
(DATE)

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

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.
U.S. Water Services Corporation

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.
4939 Cross Bayou Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code
New Port Richey, FL 34652

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 – 0 0 0 8 8 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 02/28/2019

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

State of Florida
Department of State

I certify from the records of this office that U.S. WATER SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 30, 2003, effective April 28, 2003.

The document number of this corporation is P03000047833.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 20, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 6767048680CC

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

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

Attachment: US Water Services Proposal (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DELCHER, CECIL R

U S WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CGC003307

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.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DEREMER, GARY ANDREW

US WATER SERVICES CORPORATION
4821 US HWY 19 STE 2
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CUC1223914

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.

Mead & Hunt

August 4, 2021

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

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: CITY OF HOLLY HILL
LIFT STATION #5 REHABILITATION
RECOMMENDATION OF AWARD

Dear Antoine,

The City received five (5) bids on the above referenced project on July 21, 2021. J&H Waterstop Utilities, Inc. of Orange City, Florida was the low bidder with a bid totaling $239,600.00. J&H Waterstop's bid was found to be complete and responsive.

We have worked with J&H Waterstop Utilities, Inc. on several projects of a similar nature in the past and they have performed satisfactorily. Therefore, we recommend that the City award this project, in its entirety, to J&H Waterstop Utilities, Inc. in the total amount of $239,600.00.

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

Sincerely,

John Mischle
Project Manager

JM:bf

Attachment: Bid Tabulation

cc: John Dally – City of Holly Hill
Andrew Giannini, PE – Mead & Hunt

Attachment: Recommendation of Award (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

BID TABULATION
CITY OF HOLLY HILL
LIFT STATION #5 REHABILITATION
BID NO. RFP21-WW-03

ITEM NO.	DESCRIPTION	QTY	UNIT	J&H WATERSTOP Orange City, FL		HINTERLAND GROUP, INC. Riviera Beach, FL		CAIN ENTERPRISES LLC dba ENGINEERING SOLUTIONS INT'L. Ocala, FL		DANUS UTILITIES, INC. Sanford, FL		US WATER SERVICES CORP. New Port Richey, FL	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A.	***PRELIMINARY ITEMS***												
1	Mobilization/Demobilization	1	LS	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00	$ 38,006.50	$ 38,006.50	$ 27,000.00	$ 27,000.00	$ 12,697.00	$ 12,697.00
2	Erosion and Sediment Control	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 6,396.04	$ 6,396.04	$ 2,000.00	$ 2,000.00	$ 4,549.00	$ 4,549.00
3	Preconstruction Video	1	LS	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 1,420.00	$ 1,420.00	$ 750.00	$ 750.00	$ 456.00	$ 456.00
4	Field Locate and Expose Existing Utilities	1	LS	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 1,420.00	$ 1,420.00	$ 2,400.00	$ 2,400.00	$ 9,330.00	$ 9,330.00
B.	***LIFT STATION***												
1	Bypass Pumping	1	LS	$ 9,000.00	$ 9,000.00	$ 15,000.00	$ 15,000.00	$ 4,092.37	$ 4,092.37	$ 6,000.00	$ 6,000.00	$ 6,798.00	$ 6,798.00
2	Demolition	1	LS	$ 12,000.00	$ 12,000.00	$ 25,000.00	$ 25,000.00	$ 10,594.00	$ 10,594.00	$ 5,000.00	$ 5,000.00	$ 18,136.00	$ 18,136.00
3	Complete Lift Station	1	LS	$ 130,000.00	$ 130,000.00	$ 135,622.00	$ 135,622.00	$ 145,986.36	$ 145,986.36	$ 177,000.00	$ 177,000.00	$ 166,652.00	$ 166,652.00
4	Electrical	1	LS	$ 30,000.00	$ 30,000.00	$ 48,000.00	$ 48,000.00	$ 36,212.33	$ 36,212.33	$ 35,000.00	$ 35,000.00	$ 44,731.00	$ 44,731.00
5	Gate Valve - 4" RS	1	EA	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00	$ 865.62	$ 865.62	$ 900.00	$ 900.00	$ 3,683.00	$ 3,683.00
6	4" Epoxy Lined PC 250 DIP Force Main w/fittings	10	LF	$ 400.00	$ 4,000.00	$ 250.00	$ 2,500.00	$ 144.48	$ 1,444.80	$ 250.00	$ 2,500.00	$ 407.00	$ 4,070.00
7	Tie-Ins												
	a) Tie-In to Existing Force Main	1	LS	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 3,180.80	$ 3,180.80	$ 1,000.00	$ 1,000.00	$ 4,420.00	$ 4,420.00
8	DIP Fittings Add or Delete	500	LB	$ 6.00	$ 3,000.00	$ 5.00	$ 2,500.00	$ 13.19	$ 6,595.00	$ 6.00	$ 3,000.00	$ 7.80	$ 3,900.00
9	Permits and Allowances	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
10	Lift Station As-Built Plans	1	LS	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 3,550.00	$ 3,550.00	$ 6,000.00	$ 6,000.00	$ 4,560.00	$ 4,560.00
11	Open Cut and Repair Asphalt	10	SY	$ 200.00	$ 2,000.00	$ 500.00	$ 5,000.00	$ 113.60	$ 1,136.00	$ 100.00	$ 1,000.00	$ 1,382.00	$ 13,820.00
C.	***GENERAL***												
1	Concrete Pavement, Remove and Replace												
	a) 4" Thick Sidewalk	50	SY	$ 100.00	$ 5,000.00	$ 65.00	$ 3,250.00	$ 116.44	$ 5,822.00	$ 50.00	$ 2,500.00	$ 67.00	$ 3,350.00
	b) 6" Thick Driveway/Pavement	10	SY	$ 150.00	$ 1,500.00	$ 85.00	$ 850.00	$ 174.66	$ 1,746.60	$ 50.00	$ 500.00	$ 1,065.00	$ 10,650.00
2	Sod - Argentine Bahia	100	SY	$ 10.00	$ 1,000.00	$ 8.00	$ 800.00	$ 14.20	$ 1,420.00	$ 30.00	$ 3,000.00	$ 15.00	$ 1,500.00
3	Compliance with Florida "Trench Safety Act"	1	LS	$ 800.00	$ 800.00	$ 100.00	$ 100.00	$ 1.00	$ 1.00	$ 10.00	$ 10.00	$ 1,605.00	$ 1,605.00
4	Unsuitable Material Excavation	1	CY	$ 200.00	$ 200.00	$ 45.00	$ 45.00	$ 14.20	$ 14.20	$ 10.00	$ 10.00	$ 26.00	$ 26.00
5	Crushed Rock or Shell Trench Subgrade Material	1	CY	$ 350.00	$ 350.00	$ 60.00	$ 60.00	$ 28.40	$ 28.40	$ 10.00	$ 10.00	$ 58.00	$ 58.00
6	Rock Excavation	1	CY	$ 350.00	$ 350.00	$ 80.00	$ 80.00	$ 14.20	$ 14.20	$ 10.00	$ 10.00	$ 129.00	$ 129.00
			BASE BID TOTAL		***$ 239,600.00***		***$ 268,107.00***		***$ 274,946.22***		***$ 280,590.00***		***$ 320,120.00***

Attachment: Recommendation of Award (2021-R-54 : Lift Station 5 Rehabilitation Engineering Recommendation of Award)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station 19 Rehabilitation (21WW04) Not to Exceed $52,765.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-55**
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station 19, located at 409 Flomich Street is in need of refurbishing. This lift station improvement project was proposed due to the age (over 45 years old) and the condition of the lift station. Upgrades will include removal of existing hardware and the installation of new submersible pumps, rails, pipes, and controls. The existing wetwell will be lined and reused. The addition of a generator will also be included. This proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with the Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

The scope of services from Mead and Hunt, Inc., includes the design, permitting, bidding assistance, construction administration, and construction observation to rehabilitate Lift Station 19. The consultant will provide agendas and summaries for all design and construction meetings. Engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract for a term of five (5) years with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. Renewal of this contract was granted with the same original contract terms and conditions through December 4, 2021.

Funding for this project has been reallocated from savings on several previous projects that has been completed already in Water and Waste Water Capital Projects. The Project Code is 21WW04. $52,765.00.00 for this engineering design has been transferred to account number

407-8110-580.63-00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the rehabilitation of Lift Station 19.

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 THE SCOPE OF SERVICES AND FEE STATEMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 19 REHABILITATION NOT TO EXCEED $52,765.00.

ATTACHMENTS:

- M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (PDF)

Resolution No. 2021-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 19 REHABILITATION (21WW04) NOT TO EXCEED $52,765.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 19 REHABILITATION (21WW04) NOT TO EXCEED $52,765.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff have determined that Lift Station 19 is in need of refurbishing; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services 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 Mead and Hunt, Inc., to provide Professional Services for the project Lift Station 19 Rehabilitation not to exceed $52,765.00.

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 24th day of AUGUST, 2021.

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

July 21, 2021

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

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: CITY OF HOLLY HILL
LIFT STATION #19 REHABILITATION
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Mr. Khoury:

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The scope includes design, permitting, bidding services, construction administration, and construction observation.

We look forward to the opportunity to continue to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

John Mischle
Project Manager

David A. King, P.E.
Vice President/Business Unit Leader

JM/DK; bf

Enclosures: Scope of Services, Fee Estimate

cc: John Dally – City of Holly Hill jdally@hollyhillfl.org

SCOPE OF SERVICES
FOR
LIFT STATION #19 REHABILITATION
CITY OF HOLLY HILL

This Task Order is in conformance with the Services Agreement for General Engineering Services, RFQ-ENG-15-01 dated December 4, 2015, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

This project involves the rehabilitation of the existing Lift Station #19. MEAD & HUNT will provide electronic copies of all work products, with hard copies upon request. MEAD & HUNT will provide agendas and summaries for all design and construction meetings.

BASIS OF SCOPE OF WORK

The rehabilitation of this lift station is necessary due to its age and condition. Upgrades will include removal of the existing hardware and the installation of new submersible pumps, rails, pipes, and controls. The existing wetwell will be lined and reused. The addition of a generator will also be included. It is our understanding that the equipment within the valve vault was replaced approximately six(6) years ago and appears to be in good condition based upon our site review. No expansion or relocation of the existing lift station site is assumed.

It is our understanding that the CITY is unaware if an easement exists for this station which is located at 497 Flomich Street. The survey allowance includes an allowance for a limited title search effort and the preparation of an easement description and sketch if the CITY wishes to obtain a temporary construction and permanent easement. This scope does not include any easement acquisition effort beyond the survey allowance. No expansion or relocation of the existing lift station site is assumed.

The estimated construction contract duration is five months with 3.5 months of preconstruction activities and material/equipment acquisition and 1.5 months of actual construction activity.

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

SCOPE OF SERVICES

PHASE 1 – DESIGN

After receipt of authorization to proceed, MEAD & HUNT will complete the following design work:

1. Schedule and preside over kick-off meeting with CITY
2. Collect field and CITY record information
3. Collect information from FP&L to determine existing power supply to site
4. Coordinate survey and title search by survey subconsultant
5. Prepare 60% design documents and submit to CITY, including:
    a. Construction drawings
    b. Specifications
    c. Opinion of Probable Construction Cost
6. Meet with CITY to discuss 60% design review comments
7. Coordinate preparation of sketch and legal description if needed
8. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY, including:
    a. Construction drawings
    b. Specifications
    c. Opinion of Probable Construction Cost
9. Meet with CITY to discuss 90% design review comments
10. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY, including:
    a. Construction drawings
    b. Specifications

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

c. Opinion of Probable Construction Cost

PHASE 2 – PERMITTING

Upon 90% design, MEAD & HUNT will complete the following permitting work:

1. Prepare and submit FDEP Wastewater Collection System permit application with copy to CITY. An allowance for the FDEP permit application fee is included.
2. Respond to one (1) request for additional information from FDEP with copy to CITY
3. Review received permit for accuracy

PHASE 3 – BIDDING ASSISTANCE

Upon receipt of permit, MEAD & HUNT will complete the following bidding assistance:

1. Prepare bidding documents using CITY provided template documents, including bidding, contract, general conditions and supplementary conditions, submit to CITY for review
2. Meet with CITY to discuss bidding documents review comments
3. Provide electronic version of bidding and design documents to CITY for public advertisement and distribution
4. Attend pre-bid meeting
5. Address questions from potential bidders
6. Prepare addenda for CITY review and distribution
7. Attend the bid opening
8. Prepare a bid tabulation, submit to CITY
9. Review the lowest responsive bidder's qualifications and references.
10. Prepare an award recommendation letter, submit to CITY
11. Attend CITY Commission meeting for bid award to address potential questions

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

PHASE 4 – CONSTRUCTION CONTRACT ADMINISTRATION AND OBSERVATION

Upon award of the bid by the CITY, MEAD & HUNT will complete the following construction contract services over the estimated 5-month construction contract period:

1. Coordinate construction contract execution between CITY and contractor
2. Prepare conformed released for construction documents, including:
    a. Construction drawings with any addenda revisions incorporated
    b. Specifications with any addenda revisions incorporated
3. Provide released for construction documents to CITY and contractor
4. Attend and preside over preconstruction meeting
5. Review up to five (5) material and equipment submittals from contractor, maintain log
6. Review up to five (5) preconstruction submittals from contractor, maintain log
7. Issue Notice to Proceed to contractor on behalf of CITY
8. Monitor contractor progress on a weekly basis
9. Address up to ten (10) contractor submitted Requests for Information (RFIs), maintain log
10. Attend and preside over three (3) progress meetings
11. Review up to five (5) monthly pay requests and make recommendation to CITY for payment
12. Review up to two (2) contractor change order requests and make recommendation to CITY for approval
13. Conduct up to three (3) site visits during construction
14. Prepare and submit completion certification to FDEP
15. Establish substantial completion and prepare punch list of remaining/corrective work
16. Establish final completion
17. Coordinate execution of contract closeout paperwork by contractor

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

18. Prepare construction record drawings utilizing the contractor prepared as-builts

19. Upon mobilization by the contractor, MEAD & HUNT will complete the following construction observation services over the estimated 1.5-month actual construction period:

    a. Provide part-time construction project representative to observe the contractor's efforts

    b. Verify compliance of contractor's efforts with contract documents

    c. Document construction activity with written reports and photographs

    d. Observe and review tests performed by contractor

    e. Maintain annotated construction drawings of observed conditions and minor changes

    f. Coordinate resolution of resident/property owner complaints with CITY and contractor

    g. Verify installed quantities and measurements of completed work

    h. Serve as a liaison between CITY and contractor for any coordinated outages and work

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including easement acquisition assistance and construction material testing. The CITY acknowledges that MEAD & HUNT cannot control the contractor's work progress and adjustment in fees may be necessary if construction contract and/or actual construction duration extend beyond estimated timeframes.

SCHEDULE

MEAD & HUNT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Design	120 days	Receipt of authorization to proceed
Phase 2 – Permitting	60 days	CITY acceptance of 90% deliverable
Phase 3 – Bidding Assistance	Est. 60 days (per CITY schedule)	CITY approval of Bid Documents
Phase 4 – Construction Contract Administration and Observation	180 days (150 days construction contract)	Bid award by CITY

The above timeframes include 20 days of CITY design review and 20 days of FDEP permit application/RAI review time.

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

COMPENSATION

MEAD & HUNT shall complete the above services for a total price of **$52,765** based on the following breakdown and basis and the attached estimated manhour schedule.

Phase	Fee	Basis
Phase 1 – Design	$18,429	Lump Sum
Phase 2 – Permitting	$2,728	Lump Sum
Phase 3 – Bidding Assistance	$5,684	Lump Sum
Phase 4 – Contract Administration and Observation	$21,424	Lump Sum
Phase 5 - Subs/Reimbursables Allowance	$4,500	Actual Cost
Total	**$52,765**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	_____
Name:	_____	Name:	David King, PE
Title:	_____	Title:	Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:	_____	Date	July 21, 2021

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

Mead & Hunt

CITY OF HOLLY HILL
LIFT STATION #19 REHABILITATION

ESTIMATED MANHOUR SCHEDULE
7/21/2021

Phase	Description	Project Manager (hours)	Professional Engineer (hours)	Engineer Intern (hours)	CAD Technician (hours)	Construction Project Representative (hours)	Admin Assistant (hours)	Total ($)
	Hourly Rate	$172.00	$150.00	$115.00	$86.00	$86.00	$70.00	
1. Design	1. Attend kick-off meeting with CITY	2	0	2	0	0	2	$ 714
	2. Collect field and City record information	0	2	4	2	0	1	$ 1,002
	3. Coordinate survey by survey subconsultant	0	0	2	2	0	1	$ 472
	4. Prepare 60% design documents and submit to CITY	4	12	16	40	0	8	$ 8,328
	5. Meet with CITY to discuss 60% design review comments	2	0	2	0	0	2	$ 714
	6. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY	2	4	10	20	0	4	$ 4,094
	7. Meet with CITY to discuss 90% design review comments	2	0	2	0	0	2	$ 714
	8. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY	1	2	5	14	0	2	$ 2,391
	Subtotals	**13**	**20**	**43**	**78**	**0**	**22**	**$ 18,429**
2. Permitting	1. Prepare and submit FDEP Wastewater Collection System permit application with copy to CITY, pay for permit application fees	2	0	8	0	0	2	$ 1,404
	2. Respond to one (1) request for additional information from FDEP with copy to CITY	2	0	4	0	0	1	$ 874
	3. Review received permit for accuracy	0	1	2	0	0	1	$ 450
	Subtotals	**4**	**1**	**14**	**0**	**0**	**4**	**$ 2,728**
3. Bidding Assistance	1. Prepare bidding documents using CITY provided template documents, including bidding, contract, general conditions and supplementary conditions, submit to CITY for review	1	2	0	0	0	16	$ 1,592
	2. Meet with CITY to discuss bidding documents review comments	2	2	0	0	0	0	$ 644
	3. Provide electronic version of bidding and design documents to CITY for public advertisement and distribution	0	0	0	0	0	1	$ 70
	4. Attend prebid meeting	2	0	0	0	0	0	$ 344
	5. Address questions from potential bidders	1	2	0	0	0	2	$ 612
	6. Prepare addenda for CITY review and distribution	1	2	0	0	0	2	$ 612
	7. Attend the bid opening	1	0	0	0	0	0	$ 172
	8. Prepare a bid tabulation, submit to CITY	1	1	0	0	0	1	$ 392
	9. Review the lowest responsive bidder's qualifications and references.	1	2	0	0	0	2	$ 612
	10. Prepare an award recommendation letter, submit to CITY	1	1	0	0	0	2	$ 462
	11. Attend CITY Commission meeting for bid award to address potential questions	1	0	0	0	0	0	$ 172
	Subtotals	**12**	**12**	**0**	**0**	**0**	**26**	**$ 5,684**
4. Construction Contract Adminstration	1. Coordinate construction contract execution between CITY and contractor	1	0	0	0	0	2	$ 312
	2. Prepare conformed released for construction documents	1	0	0	4	0	2	$ 656
	3. Provide released for construction documents to CITY and contractor	0	0	0	0	0	1	$ 70
	4. Attend preconstruction meeting	2	0	2	0	0	2	$ 714
	5. Review up to five (5) material and equipment submittals from contractor, maintain log	0	6	0	0	0	2	$ 1,040
	6. Review up to five (5) preconstruction submittals from contractor, maintain log	0	5	0	0	0	2	$ 890
	7. Issue Notice to Proceed to contractor on behalf of CITY	1	0	0	0	0	1	$ 242
	8. Monitor contractor progress on a weekly basis	0	0	4	0	0	0	$ 460
	9. Address up to ten (10) contractor submitted Requests for Information (RFIs), maintain log	1	0	4	0	0	2	$ 772
	10. Attend and preside over three (3) monthly progress meetings	0	6	0	0	0	2	$ 1,040
	11. Review up to five (5) monthly pay requests and make recommendation to CITY for payment	2	0	0	0	0	2	$ 484
	12. Review up to two (2) contractor change order requests and make recommendation to CITY for approval	0	2	0	0	0	1	$ 370
	13. Conduct up to three (3) site visits during construction	0	0	6	0	0	0	$ 690
	14. Prepare and submit completion certification to FDEP	0	2	0	0	0	2	$ 440
	15. Establish substantial completion and prepare punchlist of remaining/corrective work	1	0	0	0	0	1	$ 242
	16. Establish final completion	1	0	0	0	0	4	$ 452
	17. Coordinate execution of contract closeout paperwork by contractor	1	0	0	0	0	2	$ 312
	18. Prepare construction record drawings utilizing the contractor prepared as-builts	0	0	2	8	0	2	$ 1,058
	19. Resident Project Representative (Assumed 1.5 months at 4 hours per day)	0	0	0	0	130	0	$ 11,180
	Subtotals	**11**	**21**	**18**	**12**	**130**	**30**	**$ 21,424**
						Lump Sum Total		**$ 48,265**
						Subs/Reimbursables		**$ 4,500**
							Total	**$ 52,765**

5. Subconsultants /Reimbursables	Description	Amount
	Survey Allowance	$ 3,750
	Permit Fee Allowance	$ 250
	Printing/Reproduction/Postage	$ 500
	Total	**$ 4,500**

Attachment: M&H Proposal Lift Station 19 Rehabilitation Final 7.21.21 (2021-R-55 : Lift Station 19 Rehabilitation Engineering Services Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract "Lime Silo Exterior Refurbishment" to Lamphier & Company and Authorizing the City Manager to Execute a Contract in the Amount of Not to Exceed $29,500.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-56**
APPLICANT:
PLANNER:

DISCUSSION:

The lime silo at the City's Water Treatment Plant is in need of exterior refurbishment. The exterior refurbishment will include pressure washing, including the top of the tank, tool and spot prime areas of rust and painting.

The City received the following 7 (seven) bids on the Lime Silo Exterior Refurbishment project on August 11, 2021.

Lamphier & Company	$29,500.00
Shamrock Restoration Services, Inc.	$33,292.53
Fleetwash Inc. dba Krystal Klean	$35,145.00
Hot Spray Industrial Coatings, Inc.	$42,184.00
Citrus Sandblast	$43,000.00
Razorback LLC	$43,150.00
E&D Contracting Services, Inc.	$45,000.00

Lamphier & Company was the low bidder with a bid totaling $29,500.00. Lamphier & Company's bid was found to be complete and responsive.

FISCAL ANALYSIS:

Funding for this capital project 21-WA-04 is available in account #407-8110-580-63-00.

STAFF RECOMMENDATION:

City staff recommends Commission authorize the City Manager to execute a contract with Lamphier & Company for the Lime Silo Exterior Refurbishment in the amount of $29,500.00.

COMMISSION GOAL:

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

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH LAMPHIER & COMPANY FOR THE LIME SILO EXTERIOR REFURBISHMENT IN AN AMOUNT NOT TO EXCEED $29,500.00.

ATTACHMENTS:

- RFP 21-WA-01 Lamphier Bid - City of Holly Hill (PDF)
- RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (PDF)
- RFP 21-WA-01 Fleetwash Krystal Klean (PDF)
- RFP 21-WA-01 Hotspray Proposal (PDF)
- RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (PDF)
- RFP 21-WA-01 Razorback LLC (PDF)
- RFP 21-WA-01 E&D ContractingBid (PDF)
- 21-WA-01 Final To Finance (PDF)

Resolution No. 2021-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT "LIME SILO EXTERIOR REFURBISHMENT" TO LAMPHIER & COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF NOT TO EXCEED $29,500.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT "LIME SILO EXTERIOR REFURBISHMENT" TO LAMPHIER & COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF NOT TO EXCEED $29,500.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's lime silo is in need of exterior refurbishment; and

WHEREAS, the City received 7 (seven) bids on the Lime Silo Exterior Refurbishment project; and

WHEREAS, Lamphier & Company were found to be the lowest bidder with a bid totaling $29,500.00; and

WHEREAS, the City desires approval to award the contract to Lamphier & Company; and

WHEREAS, the City desires approval for the City Manager to execute a contract with Lamphier & Company for the Lime Silo Exterior Refurbishment.

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 award the contract for the Lime Silo Exterior Refurbishment to Lamphier & Company in an amount not to exceed $29,500.00.

SECTION 2. That the City Commision of the City of Holly Hill authorize the City Manager to execute a contract with Lamphier & Company for the Lime Silo Exterior Refurbishment.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of AUGUST 2021.

Lamphier & company

Painting • Waterproofing • Restoration

City of Holly Hill

RFP – 21-WA-01
Water Plant Lime Silo Exterior Refurbishment

Request for Proposal Prepared By:

Lamphier Company dba Lamphier & Company
Physical Address: 131 Commerce Way • Sanford, FL 32771
Mailing Address: PO Box 471057 • Lake Monroe, FL 32747
Phone Number: (407) 330-1628
Contact: Robert Lamphier

RFP Due Date: August 11th, 2021 @ 10:00am

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

TABLE OF CONTENTS

Management Summary 1

Corporate Experience & capacity 2

Customer Listing 3

Acceptance of Conditions 4

Documents 5

Required for Submittal 6

Price Form 7

Addendum 8

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Lamphier & company

Painting • Waterproofing • Restoration

Management Summary

Lamphier Company dba Lamphier & Company

Physical Address: 131 Commerce Way Sanford, FL 32771
Mailing Address: PO Box 471057 Lake Monroe, FL 32747
Phone: (407) 330-1628
Fax: (407) 330-0068

Authorized Contacts:

Robert W. Lamphier robert@lamphier.com
Gary M. Lamphier gary@lamphier.com

Underlying Philosophy

At Lamphier & Company, our mission is to provide intelligent, cost-effective solutions to the challenges of building protection, preservation, and safety.

Our vision is to identify problems, explore and develop new solutions, and pioneer advances in response to the ever-changing influences in our field, all while remaining flexible and considerate in customizing solutions to our clients' unique individual needs.

Integrity, our most valuable asset, dominates all our decisions as well as our actions.

Robert W. Lamphier
Secretary/Treasurer

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Lamphier & company

Painting • Waterproofing • Restoration

Corporate Experience and Capacity

Company Information

Lamphier & Company is a State Certified General Contractor and a State Certified Roofing Contractor. In business since 1965, Robert & Gary Lamphier represent the 6th generation of their family in business. Providing sustainable structural envelopes is the core of our business. Safety is always our number one priority, and our team is constantly being educated and mentored by more senior members. The loyalty of our 15 full-time employees, their attitudes towards quality and pride of workmanship cannot be understated as it has a profound effect on our end results. Lamphier & Company maintains a vehicle fleet consisting of five (5) work vehicles, two (2) tow-behind trailers, and one (1) pressure washing trailer.

C-Corporation – Owners

Clarence J. Lamphier – President (33%)
Gary M. Lamphier – Vice President (33%)
Robert W. Lamphier – Secretary/Treasurer (33%)

Certified General Contractor CGC058168 • Certified Roofing Contractor CCC057695
131 Commerce Way • Sanford, Florida 32771 • (407) 330-1628 • Fax (407) 330-0068
Mailing Address: P.O. Box 471057 • Lake Monroe, Florida 32747-1057
info@lamphier.com • www.lamphier.com

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Lamphier & company

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Customer Listing

City of Apopka –NW GST – Refinishing of Tanks
Glen Brooks, City of Apopka
Phone: (407) 703-1731
E-mail: gbrooks@apopka.net

Description:
Rotoblasting to remove disbonded coatings
Washing of all surfaces
Priming of all rusting surfaces
Coating of all masonry surfaces
Time Period for Project: 2 months

Citrus County School Board – Crystal River Bus Compound Fuel Tanks
Clint Smith, Project Foreman
Phone: (
E-mail: smithc4@citrusschools.org

Description:
Abrasive blast cleaning
Washing
Solvent cleaning
Priming of surfaces
Coating of surfaces

Please note, Lamphier & Company has experience coating tanks beyond 3 years.

- Seminole County - Osceola Landfill – Tank Farm Refinishing (2017)
- Flagler County School District – Fuel Tank Refinishing (2010)

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Lamphier & company

Painting • Waterproofing • Restoration

Acceptance of Conditions

-No Exceptions to Indicate-

Certified General Contractor CGC058168 • Certified Roofing Contractor CCC057695
131 Commerce Way • Sanford, Florida 32771 • (407) 330-1628 • Fax (407) 330-0068
Mailing Address: P.O. Box 471057 • Lake Monroe, Florida 32747-1057
info@lamphier.com • www.lamphier.com

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Lamphier & company

Painting • Waterproofing • Restoration

Documents

General Contractors License

Roofing Contractors License

City of Sanford Local Business Tax Receipt

Certified General Contractor CGC058168 • Certified Roofing Contractor CCC057695
131 Commerce Way • Sanford, Florida 32771 • (407) 330-1628 • Fax (407) 330-0068
Mailing Address: P.O. Box 471057 • Lake Monroe, Florida 32747-1057
info@lamphier.com • www.lamphier.com

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LAMPHIER, ROBERT WILLIAM

LAMPHIER COMPANY
131 COMMERCE WAY
SANFORD FL 32771

LICENSE NUMBER: CGC058168

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.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LAMPHIER, ROBERT WILLIAM

LAMPHIER COMPANY
PO BOX 471057
LAKE MONROE FL 32747-1057

LICENSE NUMBER: CCC057695

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2022

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2022

LAMPHIER COMPANY DBA LAMPHIER & COMPANY
P O BOX 471057

LAKE MONROE FL 32747

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date:	10/01/2021	**Control Number:**	BTR19-011715
Business Location:	131 COMMERCE WAY		

Classification	**Amount**
Fire Inspection Fee	75.00
Contractor	200.00
TOTAL:	**275.00**

Comments:
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this 10 day of Aug., 2021, by and between Lamphier Company, duly authorized to conduct business in the State of Florida and whose address is 131 Commerce Way Sanford, FL 32771, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
Robert W. Lamphier, Sec/Tres (Name, Title)
Lamphier Company. (Company)
131 Commerce Way (Address)
Sanford, FL 32771 (City, State, Zip)
(407) 330-1628 (Phone)

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

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

FIRMS
By: _____
LAMPHIER Company, Sec/Tres

Dated: 8-10-21

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

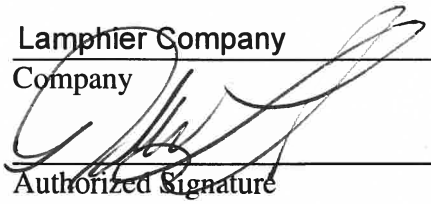
☐ The mailing envelope has been addressed to:

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

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Lamphier Company Company	131 Commerce Way Address
 Authorized Signature	Sanford, FL 32771 City, State, Zip Code
Robert W. Lamphier sec/tres Printed Name & Title	(407) 330-1628 Telephone No.
robert@lamphier.com Email	(407) 330-0068 Fax No.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CONFLICT OF INTEREST AFFIDAVIT

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

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

Lamphier Company Company	131 Commerce Way Address
 Authorized Signature	Sanford, FL 32771 City, State, Zip Code
Robert W. Lamphier sec/tres Printed Name & Title	(407) 330-1628 Telephone No.
robert@lamphier.com Email	(407) 330-0068 Fax No.

State of FLORIDA)
City of SANFORD)

SUBSCRIBED AND SWORN to before me this 10TH day of AUGUST, 2021, by ROBERT LAMPHIER, who is personally known to me to be the PRINCIPAL for the Firm, OR who produced the following identification: _____.

Gina M. Pereira

Notary Public

GINA M. PEREIRA
Commission # HH 099775
Expires June 20, 2025
Bonded Thru Budget Notary Services

My Commission Expires: _____

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
95%	Park West Condominiums of Winter Park	$ Base Contract: $1,043,622.00
100%	Citrus County Schools Commercial Paint & Labor Contract (Various Schools)	$ 108,522.00
95%	Stonebridge Reserve Exterior Building Refinishing	$ Base Contract: $120,775.00

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

N/A

OTHER INFORMATION ABOUT PROJECTS:

Lamphier Company has held the Citrus County School Board Contract for 7 consecutive years

Lamphier Company has held the Seminole County Government Contract for 6 consecutive years

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ -0- **Total Fees for work done on all City projects**

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES:
Bank(s) Maintaining Account(s): Wells Fargo

Surety/Underwriter: (if required) Hub International

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 56 years. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____ Sole Proprietorship/Years in Business:
☐ _____ Other: Please list: _____ _____
☐

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

Lamphier Company
Company

Authorized Signature

131 Commerce Way
Address

Sanford, FL 32771
City, State, Zip Code

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of August, 2021 in the City of Holly Hill, in the State of Florida.

Lamphier Company
Company

Authorized Signature

131 Commerce Way
Address

Sanford, FL 32771
City, State, Zip Code

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Lamphier Company Company	131 Commerce Way Address
Authorized Signature	Sanford, FL 32771 City, State, Zip Code
Robert W. Lamphier sec/tres Printed Name & Title	(407) 330-1628 Telephone No.
robert@lamphier.com Email	(407) 330-0068 Fax No.

Type text here
Insurance Agency

Signature of Proposer's Agent

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

LAMP&CO-01 YGRULLOM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2021

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

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

PRODUCER
Hub International Florida
1560 Orange Avenue
Suite 750
Winter Park, FL 32789

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Company	10833
INSURER B : Old Dominion Insurance Company	40231
INSURER C : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER D : Bridgefield Employers Insurance Company	10701
INSURER E : Hartford Insurance Company of SE	38261
INSURER F :	

INSURED
Lamphier Company
PO Box 471057
Lake Monroe, FL 32747-1057

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			VGGP005521	1/1/2021	1/1/2022	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	Excluded
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			B1P0216R	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							PIP	$	10,000
C	UMBRELLA LIAB X OCCUR			EBU015016759	1/1/2021	1/1/2022	EACH OCCURRENCE	$	2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	2,000,000
	DED X RETENTION $ 0						Over GL,AL,EL	$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		083029590	1/1/2021	1/1/2022	X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
E	Equipment/Unschld			21MSIT3442	1/1/2021	1/1/2022	Expenditure/Receipts		40,000
E	Equipment Floater			21MSIT3442	1/1/2021	1/1/2022	Leased/Rented		400,000

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

Lamphier Company
Company

Authorized Signature

Robert W. Lamphier, Sec/Tres
Printed Name & Title

robert@lamphier.com
Email

131 Commerce Way
Address

Sanford, FL 32771
City, State, Zip Code

(407) 330-1628
Telephone No.

(407) 330-0068
Fax No.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Seminole

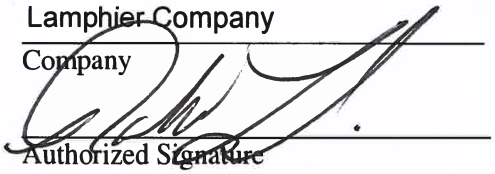
Robert W. Lamphier, being first duly sworn, deposes and says that:

He/she is Sec/Tres of Lamphier Company, Proposer that has submitted the attached Qualification;

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

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

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

Lamphier Company Company	131 Commerce Way Address
 Authorized Signature	Sanford, FL 32771 City, State, Zip Code
Robert W. Lamphier, Sec/Tres Printed Name & Title	(407) 330-1628 Telephone No.
robert@lamphier.com Email	(407) 330-0068 Fax No.

Subscribed and sworn to before me this 10TH day of AUGUST, 2021.

Gina M. Pereira

NOTARY
Title

GINA M. PEREIRA
Commission # HH 099775
Expires June 20, 2025
Bonded Thru Budget Notary Services

My Commission Expires: 06/20/2025

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 10 **day of** August (Month), 2021 (Year)

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

Address: _____

_____

_____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ /Robert W. Lamphier sec/tres
(Signature) **(Print name)**

Address: Physical: 131 Commerce Way Sanford, FL 32771

Mailing: PO BOX 471057 Lake Monroe, FL 32747

_____

Telephone: (407) 330-1628 **Fax:** (407) 330-0068

Taxpayer Identification Number (TIN/EIN): 59-3037502

State Under Which Corporation Was Chartered:
Florida

Corporate President: Clarence J. Lamphier
(Print Name)

Corporate Secretary: Robert W. Lamphier
(Print Name)

Corporate Treasurer: Robert W. Lamphier
(Print Name)

CORPORATE SEAL

Attest By: Robert W. Lamphier
Secretary

Signature: _____ **Date:** 08/10/2021

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

Company Name: Lamphier Company

Authorized representative (printed): Robert W. Lamphier

Authorized representative (signature):

Project Number: **21-WA-01** Date: 08/10/2021

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES FORM

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

1. Name of Company: Seminole County Government
   Address: 205 W. County Home Rd. Sanford, FL 32773
   Point of Contact: Tim Marcopulos, Facilities Manager
   Phone #: (407) 665-5279 Email address: tmarcopulos@seminolecountyfl.gov
   Service(s) Provided: Ongoing contract for sealants, coatings
   Dates of Service: Ongoing contract, held for 10+ years

2. Name of Company: Citrus County Schools
   Address: 1007 W. Main St. Inverness, FL 34450
   Point of Contact: Clint Smith, Project Manager
   Phone #: (352) 726-1931 ext. 2460 Email address: smithc4@citrusschools.org
   Service(s) Provided: Ongoing contract for sealants, coatings
   Dates of Service: Ongoing contract, held for 10+ years

3. Name of Company: Seminole County Water Department
   Address: 3300 Dyke Road Winter Park, FL
   Point of Contact: James Alday
   Phone #: (407) 665-2760 Email address: jalday@seminolecountyfl.gov
   Service(s) Provided: Refinishing of tank systems
   Dates of Service: 2017-present

4. Name of Company: Hernando County Government
   Address: 1523 E. Jefferson Street Brooksville, FL 34601
   Point of Contact: Sam Burdin
   Phone #: (352) 540-6574 Email address: sburdin@co.hernando.fl.us
   Service(s) Provided: Waterproofing of county buildings, including detention center
   Dates of Service: Ongoing contract, 2016-present

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

by Robert W. Lamphier, Sec/Tres
(Print Individual's Name and Title)
for Lamphier Company
(Print Name of Entity Submitting Sworn Statement)
whose business is located at 131 Commerce Way Sanford, FL 32771

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3037502

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 10th day of August, 2021 ~~2019~~.

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of FLORIDA

My commission expires: 06/20/2025

NOTARY PUBLIC STATE OF FLORIDA

GINA M. PEREIRA
Commission # HH 099775
Expires June 20, 2025
Bonded Thru Budget Notary Services

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-3037502

Firm Name: Lamphier Company

Mailing Address: 131 Commerce Way Sanford, FL 32771

Telephone No.:(407) 330-1628 Fax No.:(407) 330-0068

Email Address:robert@lamphier.com Web Address: www.lamphier.com

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

Firm Name: Lamphier Company

Remittance Address: PO Box 471057

Lake Monroe, FL 32747

Submitted by:

Name & Title Printed: Robert W. Lamphier Sec/Tres

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Lamphier Company DBA Lamphier & Company

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO Box 471057

Requester's name and address (optional)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

City, state, and ZIP code
Lake Monroe, FL 32747

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
59 3037502

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 08/10/2021

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Cut and use this label for Proposal Package

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

RFP# **21-WA-01**

Bidder Name: Lamphier Company

Water Plant Lime Silo Exterior Refurbishment

OPENING DATE/TIME:
August 11, 2021
by 10:00 a.m.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: 08/10/2021

TO: The City of Holly Hill, Florida

FROM: Lamphier Company

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

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

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 29,500.00

Price in Letters: Twenty-nine thousand five hundred dollars and zero cents

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

Authorized Signature	131 Commerce Way Address
Robert W. Lamphier Sec/Tres Printed Name & Title	Sanford, FL 32771 City, State, Zip Code
Lamphier Company Company	(407) 330-1628 Telephone No.
08/10/2021 Date	robert@lamphier.com Email Address.

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

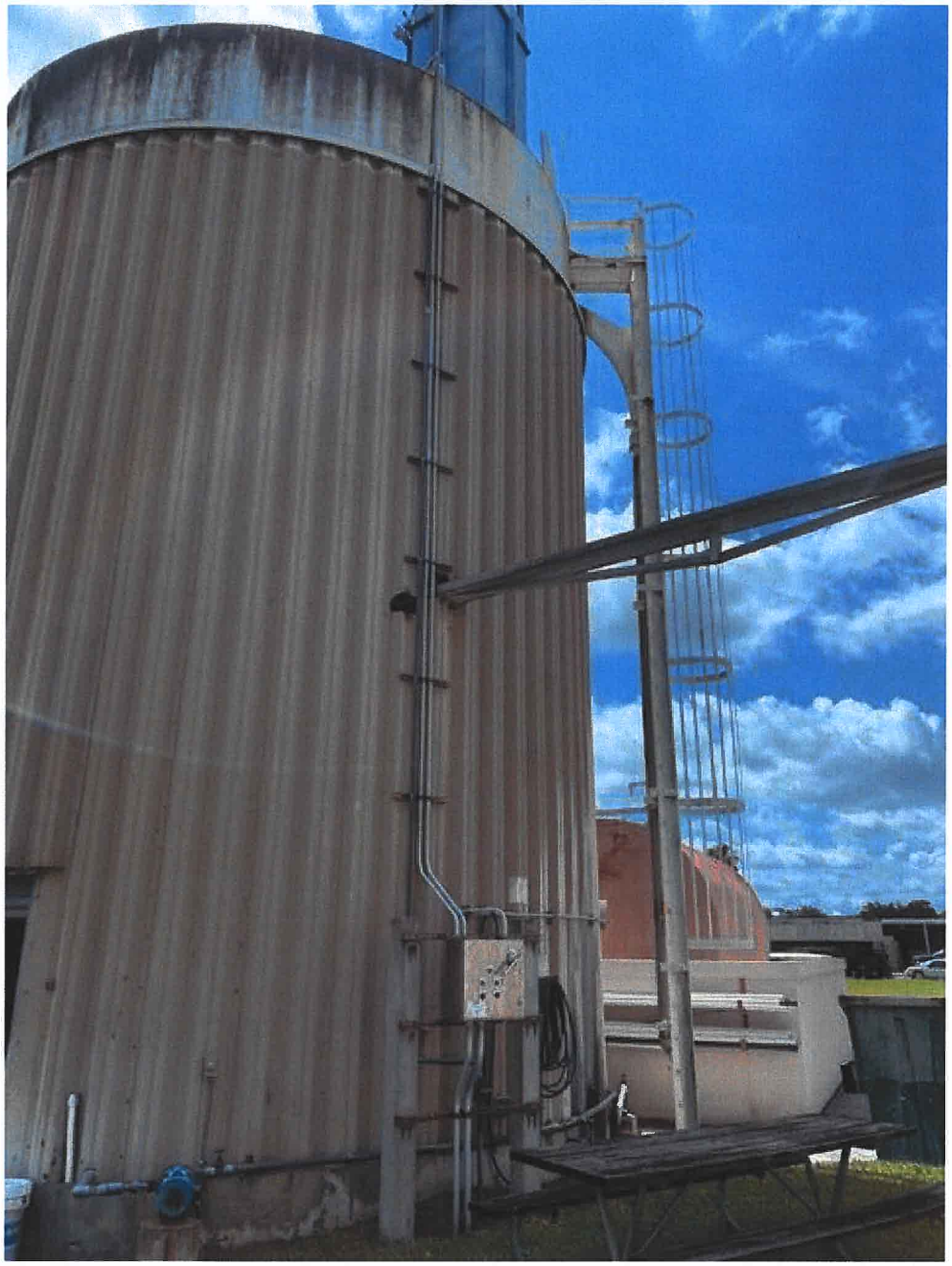
Addendum # 1

RFP 21-WA-01

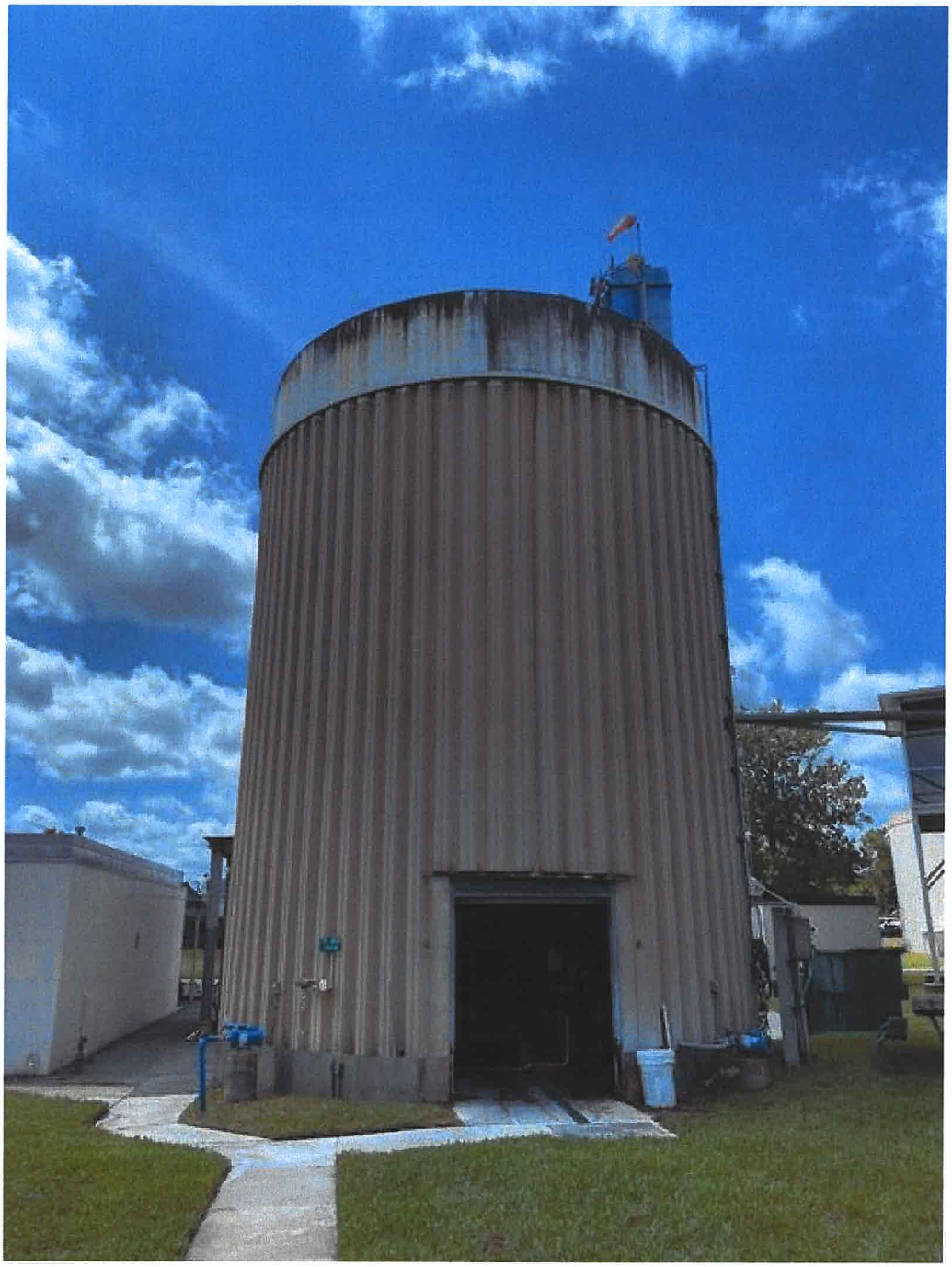
Water Plant Lime Silo Refurbishment

1. Can you post send pictures of the Silo?

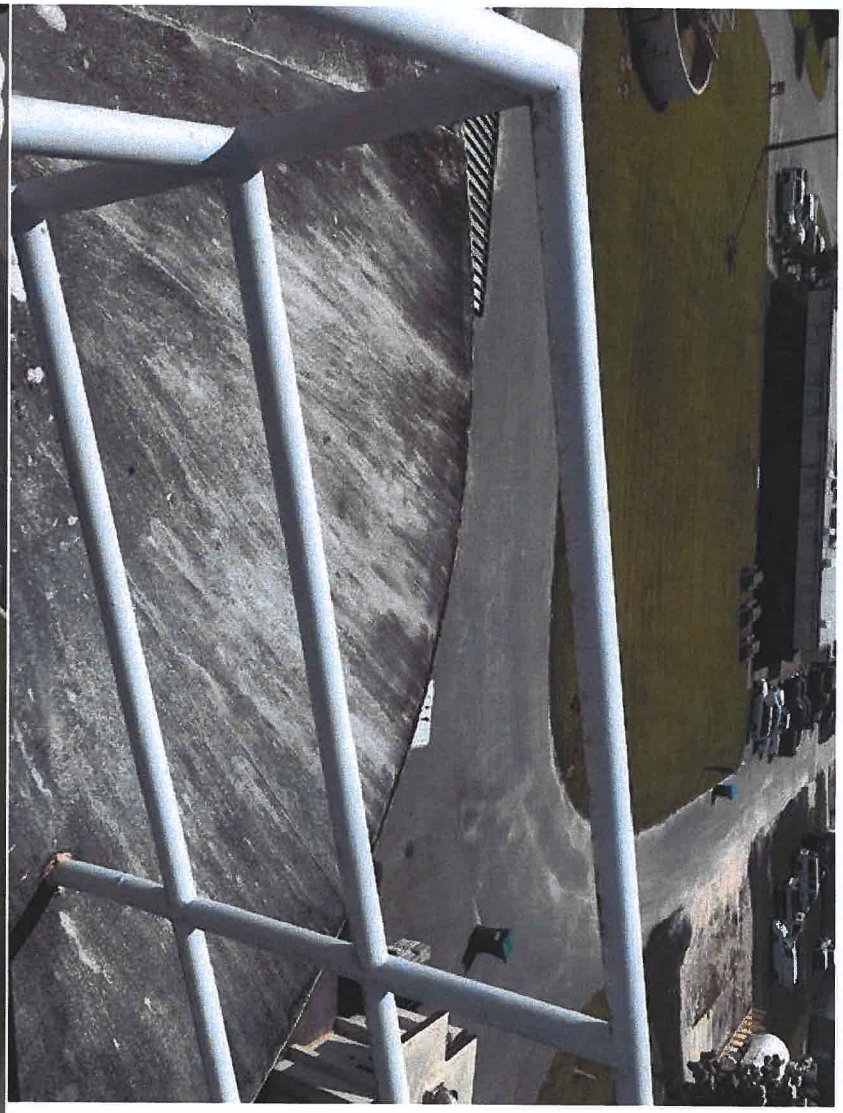
Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)



Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)



Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)



2. What is the local preference under Q) Vendor Preference on page 11?
   The local preference is not part of the bid evaluation. The language in the bid is clear on what is a local preference. Only City Commission has the ability to offer this preference with the limit of $5000 maximum or within 5% of the lowest bid.
3. Is the contractor responsible to remove the bottom plate on the tank and repair any holes?
   No, the contractor will not be required to remove the bottom plate. This plate is part of the tank and will be treated and painted as the tank.
4. The Graybar specified paint is not appropriate for this application, please get a manufacturer to come out and specify what paint to use????
   The city is revising the specification from Graybar to ***Penetrating Epoxy Primer/Sealer for Steel and Fast Cure Epoxy Mastic Paint.*** *Contractor will provide specs and data sheets for approval*
5. Is there a budget estimate for this project?
   The budget is $45,000.
6. Approximately how many Square feet is this project?
   The bid has the silo dimensions and the contractor must be able to calculate the area from the dimension given.
7. Is the painting and Pressure washing only on the exterior or is it also on the interior?
   Not for the interior

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WA-01 for the Water Plant Lime Silo Refurbishment project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Name:

8|16|21

Date:

Attachment: RFP 21-WA-01 Lamphier Bid - City of Holly Hill (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

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

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

SHAMROCK RESTORATION SERVICES INC.
Company

Authorized Signature

PANAGIOTIS SAMARTZIS ESTIMATOR/AUTH REP
Printed Name & Title

PETE@SHAMROCKFL.COM
Email

27091 OSAGE STREET
Address

BROOKSVILLE, FLORIDA, 34601
City, State, Zip Code

727-846-9510
Telephone No.

352-754-7282
Fax No.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this_____day of _____, 2021, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
MICHAEL REYNOLDS, PRESIDENT (Name, Title)
SHAMROCK RESTORATION SERVICES INC. (Company)
27091 OSAGE STREET (Address)
BROOKSVILLE, FLORIDA, 34601 (City, State, Zip)
813-505-7839 (Phone)

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

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

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

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

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

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

FIRMS
By: _____
PANAGIOTIS SAMARTZIS

Dated: 8/9/2021

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

CONFLICT OF INTEREST AFFIDAVIT

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

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

SHAMROCK RESTORATION SERVICES INC.
Company

Authorized Signature

PANAGIOTIS SAMARTZIS
Printed Name & Title

PETE@SHAMROCKFL.COM
Email

27091 OSAGE STREET
Address

BROOKSVILLE, FLORIDA, 34601
City, State, Zip Code

727-846-9510
Telephone No.

352-754-7282
Fax No.

State of Florida)
City of New Port Richey)

SUBSCRIBED AND SWORN to before me this 9 day of August, 20 21, by Panagiotis Samartzis, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: FLDL S563-660-56-145-0.

Notary Public

My Commission Expires: April 14, 2025

JOHN WRIGHT
Notary Public, State of Florida
Commission# HH 117210
My comm. expires Apr. 14, 2025

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	NO CONTRACT AT THIS MOMENT	$
		$
		$

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

NONE

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 0 **Total Fees for work done on all City projects**

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

REFERENCES:

Bank(s) Maintaining Account(s): BANK OF AMERICA, BROOKSVILLE, P.O. BOX 25118, TAMPA, FLORIDA

REBEKAH RICE (813)690-7288

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

Sherwin Williams Company, 101 W. Prospect Ave. Cleveland, Ohio 44115 Tel: (216)566-2000

TYPE OF FIRM:

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

[ ] Partnership/Years in Business: _____ Sole Proprietorship/Years in Business:

[ ] _____ Other: Please list: _____ _____

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

SHAMROCK RESTORATION SERVICES INC
Company

Authorized Signature

27091 OSAGE STREET
Address

BROOKSVILLE, FLORIDA, 34601
City, State, Zip Code

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 9 day of AUGUST, 2021 in the City of HOLLY HILL, in the State of FLORIDA.

SHAMROCK RESTORATION SERVICES INC.
Company

Authorized Signature

27091 OSAGE STREET
Address

BROOKSVILLE, FLORIDA,34601
City, State, Zip Code

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

==

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

SHAMROCK RESTORATION SERVICES INC
Company

[signature]
Authorized Signature

PANAGIOTIS SAMARTZIS, ESTIMATOR/AUTH REP
Printed Name & Title

PETE@SHAMROCKFL.COM
Email

27091 OSAGE STREET
Address

BROOKSVILLE, FLORIDA, 34601
City, State, Zip Code

727-846-9510
Telephone No.

352-754-7282
Fax No.

Killingsworth Agency Inc.
Insurance Agency

[signature]
Signature of Proposer's Agent

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

SHAMROCK RESTORATION SERVICES INC. Company	27091 OSAGE STREET Address
 Authorized Signature	BROOKSVILLE, FLORIDA, 34601 City, State, Zip Code
PANAGIOTIS SAMARTZIS, ESTIMATOR/AUTH REP Printed Name & Title	727-846-9510 Telephone No.
PETE@SHAMROCKFL.COM Email	352-754-7282 Fax No.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDA

County of PASCO

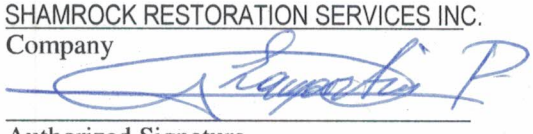
PANAGIOTIS SAMARTZIS, being first duly sworn, deposes and says that:

He/she is ESTIMATOR/AUTH REP of SHAMROCK RESTORATION SERVICES INC, Proposer that has submitted the attached Qualification;

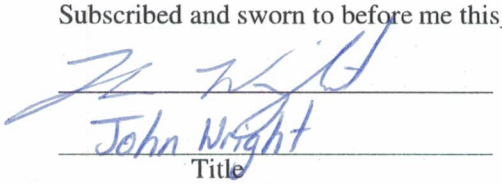
He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

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

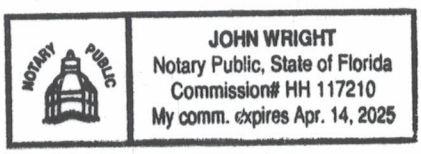
SHAMROCK RESTORATION SERVICES INC. Company	27091 OSAGE STREET Address
 Authorized Signature	BROOKSVILLE, FLORIDA, 34601 City, State, Zip Code
PANAGIOTIS SAMARTZIS Printed Name & Title	727-846-9510 Telephone No.
PETE@SHAMROCKFL.COM Email	352-754-7282 Fax No.

Subscribed and sworn to before me this 9 day of August, 2021.



John Wright
Title

My Commission Expires: Apr. 14, 2025



Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

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

From : Insert Information SHAMROCK RESTORATION SERVICES INC.
"Contractor" 27091 OSAGE STREET, BROOKSVILLE, FL 34601

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 9TH **day of** AUGUST **(Month)**, 2021 **(Year)**

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

Address: _____

_____

_____

Telephone: (_____)_____ **Fax:** (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / PANAGIOTIS SAMARTZIS
(Signature) **(Print name)**

Address: 27091 OSAGE STREET, BROOKSVILLE, FLORIDA 34601

Telephone: (813) 505-7839 **Fax:** (352) 754-7282

Taxpayer Identification Number (TIN/EIN): 59 3523763

State Under Which Corporation Was Chartered:
FLORIDA

Corporate President: MICHAEL REYNOLDS
(Print Name)

Corporate Secretary: MICHAEL REYNOLDS
(Print Name)

Corporate Treasurer: MICHAEL REYNOLDS
(Print Name)

CORPORATE SEAL

Attest By: MICHAEL REYNOLDS
Secretary

Signature: _____ **Date:** 08/09/2021

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: SHAMROCK RESTORATION SERVICES INC.

Authorized representative (printed): PANAGIOTIS SAMARTZIS

Authorized representative (signature): _____

Project Number: **21-WA-01** Date: 08/08/2021

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Shamrock Restoration Services Inc.

27091 Osage Street, Brooksville, FL 34601
813 505-7839 Fax 352-754-7282
info@shamrockfl.com

References

Project name:	4 million gallon prestressed concrete tank Painting @ JEA WTP #2
Description:	Prep and Paint all concrete surfaces, Stripe/Spot Coat with Tnemec Series 156 EnviroCrete. Apply two coats of Tnemec Seriew 1026 Enduratone @ 2.0-3.0 mils DFT
Address:	900 SE Ogden Lane, Port St. Lucie
Client:	City of Port St. Lucie, Utilities 900 SE Ogden Lane, Port St. Lucie
Contact:	Tim Vanasdale E-mail: TVanasdale@cityofpsl.com (772)370-2270
Value:	$ 54,618.00
Completed:	06/15/2021

Project name:	Effluent Cascade Coating Remediation
Description:	Abrade all immersion concrete to SSPC-SP13/NACE 6 to establish profile equal to ICRI CSP 5. Apply Tnemec 218 to 1/16". Apply 2 coats of Tnemec 46H-413 Hi-Build Tneme-Tar @ 8.0-10.0 mils dft per coat. Sandblast all Ferrous Metals to SSPC-SP6/NACE 3 to min 1.5 mil profile. Primer: Tnemec 90-97 Tneme-Zinc 2.5-3.5 mils dft 2nd Coat: Tnemec 73 EnduraShield 3.0-6.0 mils dft 3rd Coat: Tnemec 1070 Fluoronar 2.0-3.0 mils dft
Address:	1400 3RD Ave N, Naples, FL 34102
Client:	City of Naples 735 8th Street South, Naples, FL 34102 Phone: (239)213-7100
Contact:	Barry Stein e-mail: bstein@naplesgov.com (239)213-4732
Value:	$ 27,636.70
Completed:	02/19/2021

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Project name:	WTP #2 Painting of Silo, Diesel Tank & Ammonia Tank
Description:	Prep and Recoat above structures.
System:	Ferrous Metals: Tnemec Spot 118 Uni-Bond Mastic @ 6.0-8.0 mils DFT 1st Coat: 118 Uni-Bond Mastic @ 6.0-8.0 mils DFT 2nd Coat: 1094 Endura-Shield @ 3.0-4.0 mils DFT
Address:	2956 Pinehurst Drive, Lake Worth, FL 33467
Client:	Palm Beach County P.O. Box 4036, West Palm Beach, FL 33402 Phone: 561-355-2912
Contact:	Frank Capoccetta 561-493-6118 Email: fcapoccetta@pbcwater.com
Value:	$ 48,747.00
Completed:	8/13/2020

Project name:	Sulfuric Acid Bulk Containment Coating
Description:	Remove all existing coatings sand blast to SSPC-SP13/NACE 6 to provide a surface profile to minimum of ICRI CSP5 and recoat containment area floors.
System:	Tnemec 201 Epoxoprime @ 6-10 mils DFT 270 Stranlok @ 30-50 mils DFT, 282 Tneme-Glaze @ 6-10 mils DFT>
Address:	900 SE Ogden Lane, Port St Lucie, FL 34983
Client:	City of Port St Lucie, Utility Systems Dept. 900 SE Ogden Lane, Port St Lucie, FL 34983 Phone: 772-871-5434
Contact:	Pierre Vignier 772-579-2308 Email: PVignier@cityofpst.com
Value:	$ 47,317.00
Completed:	6/29/2020

Project name:	NSU WWTP Headworks Channel Coating
Description:	Install a Bypass pipe to redirect all sludge outside of chnnel, Remove all existing coatings and loose or spalled concrete per SSPC-SP13. Repair damaged concrete more than ¼" with Tnemec's series 217, Reskim all surfaces with Tnemec's 218 to 1/8", apply one coat of Tnemec's G434 and one coat of Tnemec's Series 435 to all concrete surfaces.
Address:	2085 Buena Vista Blvd, The Villages, FL 32162
Client:	The Villages Community Development District 940 Lakeshore Drive, The Villages, Florida 32162 Phone: 352-751-6700
Contact:	Arnett Environmental Paul Rice (engineer) 352-753-4747 Email: paul.rice@arnettenvironmental.com
Value:	$ 84,272.20
Completed:	09/13/2019

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Project name:	Repainting Canopy Structure Over the Fuel Island at FDOT in Perry, Fl
Description:	Prep as per SSPC-SP2, SSPC-SP3 and Recoat all structural beams of the fuel canopy
System:	Sherwin Williams 920 pre-prime, 235 Duraplate, 800 Sher-Loxane
Address:	657 Plantation Road, Perry, FL 32348
Client:	Florida Department of Transportation 1109 South Marion Avenue, Lake City FL 32025 Phone: 386-758-3700
Contact:	Sherry Craft Phone: 850-838-5817, Email: sherry.craft@dot.state.fl.us
Value:	$ 48,570.00
Completed:	6/28/2019

Project name:	Brandywine WM Aerial Crossing Rehabilitation
Description:	Prep as per SSPC-SP2, SSPC-SP3, Spot Blast as per SSPC-SP6 all rusted surfaces replace flexible connectors, ARV's, Fan guards, Rollers, Supports etc and Recoat 2 pipes
System:	Tnemec Chembuild 135, Tnemec Fluoronar 1070
Address:	Melbourne Causeway
Client:	City of Melbourne 900 East Strawbridge Ave, Melbourne, Fl 32901 Phone: 321 608-7062 Fax: 321-608-7319
Contact:	Marty Koehler Phone: 321 288-0867, Email: marty.koehler@mlbfl.org
Value:	$ 106,700.00
Completed:	12/18/18

Project name:	Painting of Water Treatment Plant Storage Tanks and Piping
Description:	Completely remove to bare concrete all coatings, resurface with MasterSeal and recoat 2 3,000,000 gallons tanks. Prep and recoat as per SSPC-SP2, SSPC-SP3, SSPC-SP6 multiple pipes. Sandblast per SSPC-SP10 to white metal and recoat two clarifiers.
System:	Concrete: BASF MasterSeal 581, Tnemec EnviroCrete 156 Pipes: Tnemec Epoxoline 66, Chembuild 135, EnduraShield 1095 Clarifiers: Tnemec Surfacing Epoxy 218, PotaPox 20, Epoxoline 141
Address:	980 NW 66th Ave., Margate FL 33063
Client:	City of Margate 901 NW 66th Avenue, Suite A, Margate, FL 33063 Phone: (954) 972-0828 Fax: (954) 978-7349
Contact:	Richard M. Uber, Tel: 954-972-0828 e-mail: ruber@margatefl.com
Value:	$ 522,170.00
Completed:	7/22/18

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

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

by PANAGIOTIS SAMARTZIS
(Print Individual's Name and Title)
for SHAMROCK RESTORATION SERVICES INC.
(Print Name of Entity Submitting Sworn Statement)
whose business is 27091 OSAGE STREET, BROOKSVILLE, FLORIDA, 34601

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 3523763

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 9th day of August, ~~2019~~ 2021.

Personally known_____

_____
(Notary)

OR produced identification FLDL

Notary Public State of Florida

5563-660-56-145-0
(Type of Identification)

My commission expires: Apr. 14, 2025

JOHN WRIGHT
Notary Public, State of Florida
Commission# HH 117210
My comm. expires Apr. 14, 2025

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59 3523763

Firm Name: SHAMROCK RESTORATION SERVICES INC.

Mailing Address: 27091 OSAGE STRET, BROOKSVILLE, FLORIDA, 34601

Telephone No.: 813-505-7839 Fax No.: 352-754-7282

Email Address: PETE@SHAMROCKFL.COM Web Address:_____

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: SHAMROCK RESTORATION SERVICES INC.

Name & Title Printed: PANAGIOTIS SAMARTZIS ESTIMATOR/AUTH REP

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: 8/11/2021

TO: The City of Holly Hill, Florida

FROM: SHAMROCK RESTORATION SERVICES INC.

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

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

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 33,292.53

Price in Letters: Thirty Three thousand, Two hundred Ninety Two dollars Fifty Three cents

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

Authorized Signature

PANAGIOTIS SAMARTZIS ESTIMATOR/AUTH REP
Printed Name & Title

SHAMROCK RESTORATION SERVICES INC
Company

08/09/2021
Date

27091 OSAGE STREET,
Address

BROOKSVILLE, FLORIDA, 34601
City, State, Zip Code

813-505-7839
Telephone No.

PETE@SHAMROCKFL.COM
Email Address.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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)
SHAMROCK RESTORATION SERVICES INC

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
27091 OSAGE STRET,

Requester's name and address (optional)

City, state, and ZIP code
BROOKSVILLE, FLORIDA, 34601

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
59 3523763

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8/9/2021

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

SHERWIN WILLIAMS

Protective & Marine Coatings

MACROPOXY® 646 FAST CURE EPOXY

PART A B58-600
PART B B58V600
SERIES HARDENER

Revised: October 19, 2016

APPLICATION BULLETIN

4.53

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation. Allow the material to sweat-in as indicated prior to application. Re-stir before using.

If reducer solvent is used, add only after both components have been thoroughly mixed, after sweat-in.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**7.0** (175)	**13.5** (338)
Dry mils (microns)	**5.0*** (125)	**10.0*** (250)
~Coverage sq ft/gal (m^2/L)	**116** (2.8)	**232** (5.7)
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**1152** (28.2)	

*May be applied at 3.0-10.0 mils (75-250 microns) dft in a multi-coat system. Refer to Recommended Systems and Performance Tips Sections.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.0 mils wet (175 microns):

	@ 35°F/1.7°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	4-5 hours	2 hours	1.5 hours
To handle:	48 hours	8 hours	4.5 hours
To recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year
To cure:			
Service:	10 days	7 days	4 days
Immersion:	14 days	7 days	4 days
Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

Paint temperature must be at least 40°F (4.5°C) minimum.

When used as an intermediate coat as part of a multi-coat system:

Drying Schedule @ 5.0 mils wet (125 microns):

	@ 35°F/1.7°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	3 hours	1 hour	1 hour
To handle:	48 hours	4 hours	2 hours
To recoat:			
minimum:	16 hours	4 hours	2 hours
maximum:	1 year	1 year	1 year

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer R7K15. Clean tools immediately after use with Reducer R7K15. In California use Reducer R7K111. Follow manufacturer's safety recommendations when using any solvent.

PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

Do not mix previously catalyzed material with new.

Do not apply the material beyond recommended pot life.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer R7K15. In California use Reducer R7K111.

Tinting is not recommended for immersion service.

Use only Mill White and Black for immersion service.

Insufficient ventilation, incomplete mixing, miscatalyzation, and external heaters may cause premature yellowing.

Excessive film build, poor ventilation, and cool temperatures may cause solvent entrapment and premature coating failure.

Quik-Kick Epoxy Accelerator is acceptable for use. See data page 4.99 for details.

When coating over aluminum and galvanizing, recommended dft is 2-4 mils (50-100 microns).

Acceptable for Concrete Floors.

Can be used as a metalizing sealer. Consult Technical Bulletin - Sealers for Thermal Spray Metalizing, or your local Sherwin-Williams representative.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Protective & Marine Coatings

MACROPOXY® 646 FAST CURE EPOXY

PART A B58-600 SERIES
PART B B58V600 HARDENER

Revised: October 19, 2016

PRODUCT INFORMATION

4.53

PRODUCT DESCRIPTION

MACROPOXY 646 FAST CURE EPOXY is a high solids, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

- Low VOC
- Low odor
- Chemical resistant
- Abrasion resistant
- Outstanding application properties
- Meets Class A requirements for Slip Coefficient, 0.36 @ 6 mils / 150 microns dft (Mill White only)

PRODUCT CHARACTERISTICS

Finish:	Semi-Gloss
Color:	Mill White, Black and a wide range of colors available through tinting
Volume Solids:	72% ± 2%, mixed, Mill White
Weight Solids:	85% ± 2%, mixed, Mill White
VOC (EPA Method 24): mixed	Unreduced: <250 g/L; 2.08 lb/gal Reduced 10%: <300 g/L; 2.50 lb/gal
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**7.0** (175)	**13.5** (338)
Dry mils (microns)	**5.0*** (125)	**10.0*** (250)
~Coverage sq ft/gal (m^2/L)	**116** (2.8)	**232** (5.7)
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**1152** (28.2)	

*May be applied at 3.0-10.0 mils (75-250 microns) dft in a multi-coat system. Refer to Recommended Systems and Performance Tips Sections.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.0 mils wet (175 microns):

	@ 35°F/1.7°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	4-5 hours	2 hours	1.5 hours
To handle:	48 hours	8 hours	4.5 hours
To recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year
To cure:			
Service:	10 days	7 days	4 days
Immersion:	14 days	7 days	4 days

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Paint temperature must be at least 40°F (4.5°C) minimum.

Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

When used as an intermediate coat as part of a multi-coat system:

Drying Schedule @ 5.0 mils wet (125 microns):

	@ 35°F/1.7°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	3 hours	1 hour	1 hour
To handle:	48 hours	4 hours	2 hours
To recoat:			
minimum:	16 hours	4 hours	2 hours
maximum:	1 year	1 year	1 year

PRODUCT CHARACTERISTICS (CONT'D)

Shelf Life:	36 months, unopened Store indoors at 40°F (4.5°C) to 110°F (43°C).
Flash Point:	91°F (33°C), TCC, mixed
Reducer/Clean Up:	Reducer, R7K15
In California:	Reducer R7K111 or Oxsol 100

PERFORMANCE CHARACTERISTICS

Substrate*: Steel
Surface Preparation*: SSPC-SP10/NACE 2
System Tested*:
1 ct. Macropoxy 646 Fast Cure @ 6.0 mils (150 microns) dft
*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	84 mg loss
Accelerated Weathering-QUV[1]	ASTM D4587, QUV-A, 12,000 hours	Passes
Adhesion	ASTM D4541	1,037 psi
Corrosion Weathering[1]	ASTM D5894, 36 cycles, 12,000 hours	Rating 10 per ASTM D714 for blistering; Rating 9 per ASTM D610 per rusting
Nuclear Decontamination	ASTM D4256/ANSI N 5.12	99% Water Wash; 95% Overall
Direct Impact Resistance[2]	ASTM D2794 Modified	**120 in. lb.
Dry Heat Resistance	ASTM D2485	250°F (121°C)
Exterior Durability	1 year at 45° South	Excellent, chalks
Flexibility	ASTM D522, 180° bend, 3/4" mandrel	Passes
Fuel Contribution	NFPA 259	5764 btu/lb
Humidity Resistance	ASTM D4585, 6000 hours	No blistering, cracking, or rusting
Immersion	1 year fresh and salt water	Passes, no rusting, blistering, or loss of adhesion
Radiation Tolerance	ASTM D4082 / ANSI 5.12	Pass at 21 mils (525 microns)
Pencil Hardness	ASTM D3363	3H
Salt Fog Resistance[1]	ASTM B117, 6,500 hours	Rating 10 per ASTM D610 for rusting; Rating 9 per ASTM D1654 for corrosion
Slip Coefficient, Mill White*	AISC Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts	Class A, 0.36
Surface Burning	ASTM E84/NFPA 255	Flame Spread Index 20; Smoke Development Index 35 (at 18 mils or 450 microns)
Water Vapor Permeance	ASTM D1653, Method B	1.16 US perms

Epoxy coatings may darken or discolor following application and curing.
*Refer to Slip Certification document
** Performed on 1/16 inch blasted steel
Footnotes:
[1] *Zinc Clad II Plus Primer*
[2] *Two coats of* Macropoxy 646 Fast Cure Epoxy

DISCLAIMER

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continued on back

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Protective & Marine Coatings

MACROPOXY® 5000
PENETRATING EPOXY PRIMER / SEALER FOR CONCRETE & STEEL

PART A	B58W20	TRANSLUCENT WHITE
PART A	B58C20	CLEAR
PART B	B58V20	HARDENER

Revised: March 1, 2021

PRODUCT INFORMATION

4.85

CONCRETE
PRODUCT DESCRIPTION

MACROPOXY 5000 is an ultra high solids, penetrating epoxy primer / sealer designed for priming and sealing concrete prior to the application of coatings and linings. It has excellent wetting properties and penetrates deeply into concrete to aide in controlling outgassing and to provide a firm anchor for subsequent topcoats.

- A penetrating primer / sealer for concrete and masonry surfaces
- Excellent wetting properties
- VOC less than 50 g/L
- Suitable for application to SSD concrete

CONCRETE
RECOMMENDED USES

For use as a primer / sealer over prepared concrete surfaces.

- Wastewater & Sewer collection systems
- Chalky surfaces in atmospheric conditions
- Industrial applications
- Suitable for use in USDA inspected facilities
- Suitable for use on floors and tanks
- Suitable for immersion when topcoated with a Sherwin-Williams approved lining

CONCRETE
PRODUCT CHARACTERISTICS

Color: Clear*, Translucent White

*for immersion applications, only use Clear

Recommended Spreading Rate per coat:

	Minimum	Maximum
~Coverage sq ft/gal (m^2/L)	**400** (9.8)	**500** (13.0)

Drying Schedule @ 400-500 sq ft/gal (9.8-13.0 m^2/L):

	@ 40°F/4.5°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	when fully penetrated / no surface film		
To recoat:			
minimum:	when fully penetrated / no surface film		
maximum:**	7 days	7 days	7 days
maximum*:**	30 days	30 days	30 days
To cure:	refer to topcoat curing schedule		

Drying time is temperature, humidity, and film thickness dependent.

**for immersion applications with acceptable topcoats (see Recommended Systems on page 3)

***for atmospheric applications with acceptable topcoats (see Recommended Systems on page 3)

STEEL
PRODUCT DESCRIPTION

MACROPOXY 5000 is a rust-inhibitive, pigmented, ultra high solids, penetrating epoxy primer / sealer designed for use over marginally prepared steel and aged coatings. It has excellent wetting properties and penetrates tight rusted steel to provide a firm anchor for subsequent topcoats. In addition, Macropoxy 5000 can be used to overcoat aged coatings and act as barrier coat for a variety of topcoats without the need for an intermediate coat.

- A penetrating primer / sealer for tight rusted surfaces and aged coatings
- Excellent wetting properties
- VOC less than 50 g/L
- Barrier coat for a broad range of topcoats

STEEL
RECOMMENDED USES

For use as a primer / sealer over prepared steel surfaces.

- Over white rusted and zinc rich coatings
- Petrochem exploration and offshore platforms
- Chalky surfaces in atmospheric conditions
- Tanks, piping, structural steel and vessels
- Industrial applications
- Marine applications
- Over marginally prepared steel when abrasive cleaning is not possible
- Suitable for use in USDA inspected facilities
- Ideal for corrosion mitigation in maintenance coating programs
- Suitable for use in the Mining & Minerals industry

STEEL
PRODUCT CHARACTERISTICS

Color: Clear, Translucent White

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**1.0** (25)	**1.5** (40)
Dry mils (microns)	**1.0** (25)	**1.5** (40)
~Coverage sq ft/gal (m^2/L)	**800** (19.6)	**1050** (25.7)
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**1600** (39.2)	

Drying Schedule @ 2.0 mils wet (50 microns):

	@ 40°F/4.5°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	4 days	16 hours	12 hours
Dry to handle:	7 days	24 hours	16 hours
To recoat:			
minimum:	4 days*	16 hours	12 hours
maximum:	30 days	30 days	30 days
To cure:	14 days	7 days	7 days

** For brush or roll. Minimum recoat by spray application is 2 days. If maximum recoat time is exceeded, abrade surface before recoating.*

Drying time is temperature, humidity, and film thickness dependent.

continued on back

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Protective & Marine Coatings

MACROPOXY® 5000
PENETRATING EPOXY PRIMER / SEALER FOR CONCRETE & STEEL

PART A	B58W20	TRANSLUCENT WHITE
PART A	B58C20	CLEAR
PART B	B58V20	HARDENER

Revised: March 1, 2021

PRODUCT INFORMATION

4.85

CONCRETE
RECOMMENDED SYSTEMS

		Dry Film Thickness / ct. Mils	(Microns)
Concrete & Masonry, Immersion Thick Film / Severe Service*:**			
1 ct.	Macropoxy 5000 (Clear) - 400-500 sq ft/gal (9.8-13.0 m²/L)		
1 ct.	Acceptable topcoat:		
	Dura-Plate 6100*	80.0-125.0+	(2000-3125+)
	Dura-Plate 6000*	80.0-250.0	(2000-6250)
	Dura-Plate 6000 Mortar*	125.0-500.0	(3125-12500)
	Poly-Cote 115**	80.0-250.0	(2000-6250)
Concrete & Masonry, Immersion Medium Film / Moderate Service*:**			
1 ct.	Macropoxy 5000 (Clear) - 400-500 sq ft/gal (9.8-13.0 m²/L)		
1 ct.	Acceptable topcoat:		
	Dura-Plate 6100*	40.0-80.0	(1000-2000)
	Dura-Plate 6000*	40.0-80.0	(1000-2000)
	Poly-Cote 115**	40.0-80.0	(1000-2000)
Concrete & Masonry, Atmospheric:			
1 ct.	Macropoxy 5000* - 400-500 sq ft/gal (9.8-13.0 m²/L)		
1 ct.	Macropoxy 646	5.0-10.0	(125-250)

*Optional for outgassing control
**Primer required

Additional topcoat options:
***Dura-Plate 8200, Sherflex, Dura-Plate UHS, and Sher-Glass FF
Macropoxy 5500LT - for atmospheric service
Tank Clad HS - for atmospheric service

***consult your Sherwin-Williams representative for immersion suitability

The systems listed above are representative of the product's use, other systems may be appropriate.

CONCRETE
PERFORMANCE TIPS

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

To avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Xylene, R2K4.

Only use Clear version of Macropoxy 5000 for concrete substrates for immersion.

Apply material when concrete temperature is decreasing.

Avoid application in direct sunlight.

Airless spray is acceptable for application; however, the product shall be backrolled to eliminate excessive millage and puddles.

Designed to completely penetrate concrete surface, do not form a surface film. Formation of Surface film may require sweep blasting prior to application of liners for immersion.

STEEL
RECOMMENDED SYSTEMS

		Dry Film Thickness / ct. Mils	(Microns)
Steel:			
1 ct.	Macropoxy 5000	1.0-1.5	(25-38)
2 cts.	Macropoxy 646	5.0-10.0	(125-250)
Steel, zinc rich primer:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
1 ct.	Macropoxy 5000	1.0-1.5	(25-38)
2 cts.	Acrolon 218	3.0-6.0	(75-150)
Overcoat System for Aged Coatings:			
1 ct.	Macropoxy 5000	1.0-1.5	(25-38)
Overcoat System for Steel Bridges:			
1 ct.	Macropoxy 5000	1.0-1.5	(25-38)
1 ct.	Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
1 ct.	Acrolon 218	3.0-6.0	(75-150)
or			
1 ct.	Hi-Solids Polyurethane 250	3.0-5.0	(75-125)

Acceptable topcoats:
Acrolon 218 HS
Pro Industrial DTM Acrylic
Hi-Solids Polyurethane
Macropoxy 646
Macropoxy HS
Sher-Loxane 800
Sher-Cryl HPA
Tile-Clad HS
Epoxy Mastic Aluminum II
Hi-Solids Polyurethane 250

The systems listed above are representative of the product's use, other systems may be appropriate.

STEEL
PERFORMANCE TIPS

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

To avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Xylene, R2K4.

For better performance in severely corrosive environments, or over heavily rusted/pitted steel or porous concrete and masonry, two coats may be required.

Roll out any puddles.

Airless spray is acceptable for application; however, the product should be backrolled to eliminate excessive millage and puddles.

Gloss may vary depending on substrate and film thickness.

continued on back

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr Florida

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

KELLY, JOHN JOSEPH

SHAMROCK RESTORATION SERVICES, INC.
27091 OSAGE ST
BROOKSVILLE FL 34601

LICENSE NUMBER: CGC036127

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

SSPC
The Society for Protective Coatings

AUTHORIZED IACET PROVIDER

IACET Provider #3375

Florida Board of Professional Engineers
Provider #0004326
File Number #425

Bridge Coatings Level 1 Inspector

Panagiotis Samartzis

Has fulfilled the Level I examination requirements of SSPC: The Society for Protective Coatings'

BCI Coatings Inspection Training and Certification of the Bridge Industry

ID # 44045
Expires: 12/31/2015
Course Date: 12/5-10/2011

Instructor(s)
Greg Richards
Kevin Schweikhart

and is awarded

4.5 Continuing Education Units

SSPC President

LEVEL 1 – Bridge Coatings Inspector

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

SSPC
The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers, Provider #0004326
New York Board of Professional Engineers

CERTIFICATE OF COMPLETION

Panagiotis Samartzis

Course Date(s): 3/15/2011

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

QCS – QUALITY CONTROL SUPERVISOR

And is awarded
1.5 Continuing Education Units

SSPC President

SSPC Executive Director

www.sspc.org | 800 Trumbull Drive, Pittsburgh, PA 15205-4365 | P:412.281.2331 T:877.281.7772 F:412.444.3591

SHAMROCK RESTORATION SERVICES, INC

27091 Osage Street, Brooksville, FL 3460
e-mail: shamrockrsinc@bellsouth.ne
Tel: (813) 505 - 783
Fax: (352) 754-728

DATE: 05/04/2015

To whom it may concern:

I the undersigned, hereby authorize Panagiotis Samartzis to sign on my behalf in all manners relating to bids, including signing of all documents relating to these matters.

This authorization is valid until further written notice from SHAMROCK RESTORATION SERVICES INC.

Sincerely,

Michael Reynolds
President

NOTARY PUBLIC STATE OF FLORIDA
DAWN J. DELAROSA
Notary Public - State of Florida
My Comm. Expires Dec 6, 2015
Commission # FF 15228

NOTARY

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Sign In Sheet Pre-Bid Meeting RFP 21-WA-01
Water Plant lime Silo Exterior Refurbishment
7/20/2021

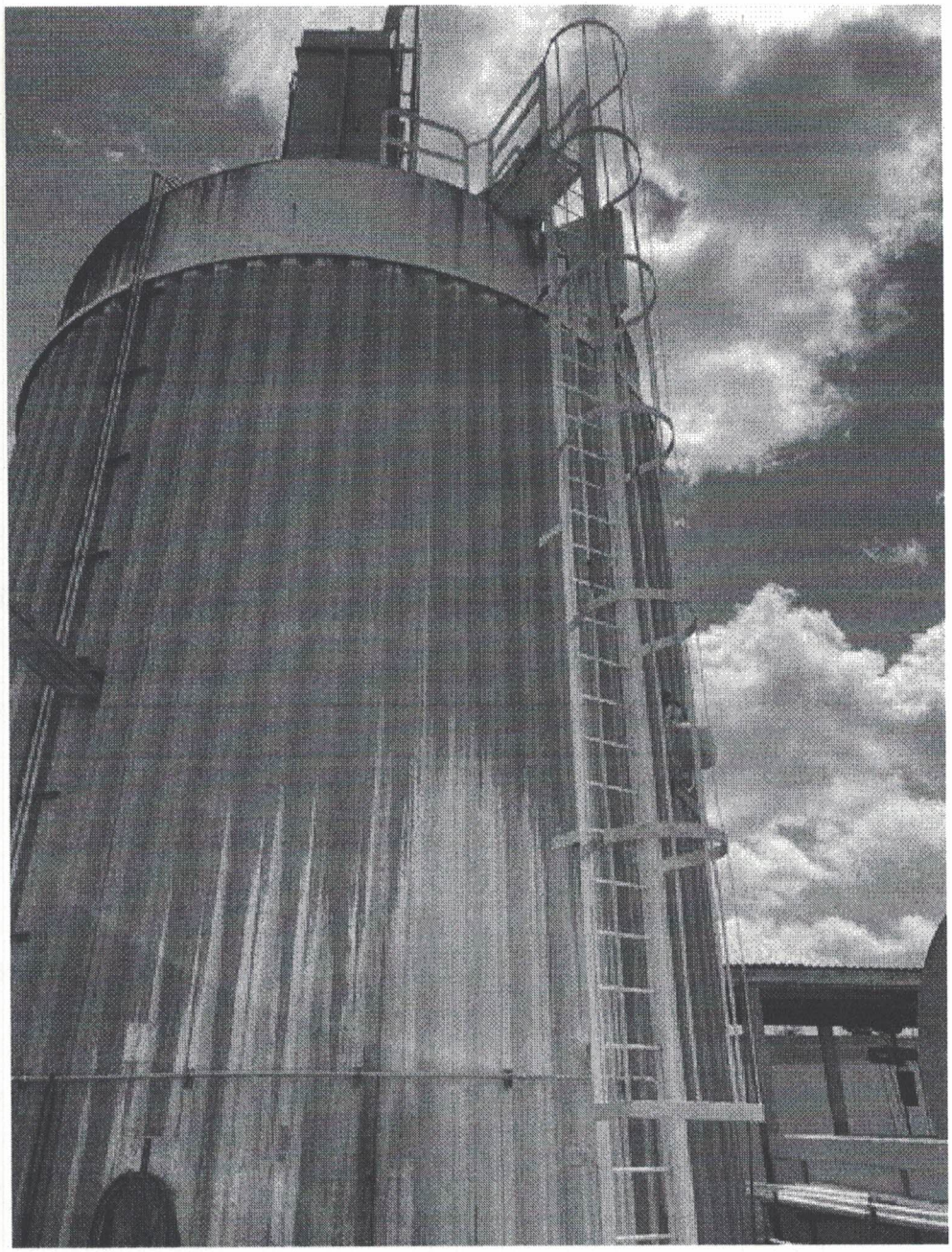
Name	Company	Phone #	Email
ANTOINE KHOURY	HOLLY HILL	386-248-9493	aKhoury@HOLLYHILLFL.ORG
PETE SAMARRIS	SHAMROCK RESTORATION SERVICES INC	727-846-9510	pete@shamrockfl.com
Tim Judd	RSR Industrial	813-494-3944	Tim@rsrcoatings.com
Jake Stenson	Krystal Klean	904 699 1140	Jake@KrystalKlean.com
Larry Towsley	Hotspray	321.205.4391	Larry@Hotspray.com
ANDREW ARMSTRONG	HH	386 248-9463	aarmstrong@hollyhillFl.org
Dennis Trimble	Citrus Sandblast	407-488-5927	brandon@citrussandblast.com
Joe Johns	Crom	352-262-6053	jjohns@cromcorp.com

Addendum # 1

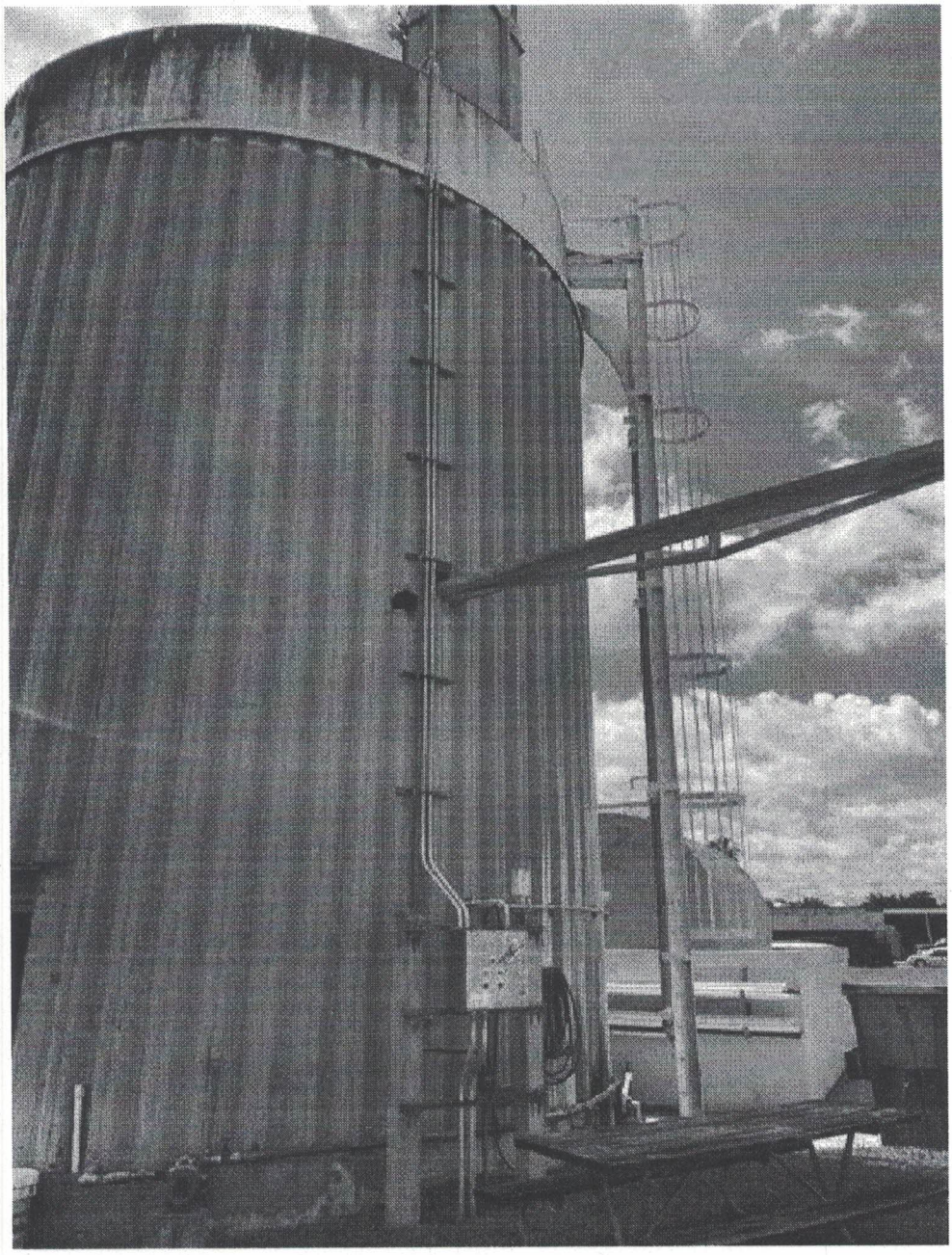
RFP 21-WA-01

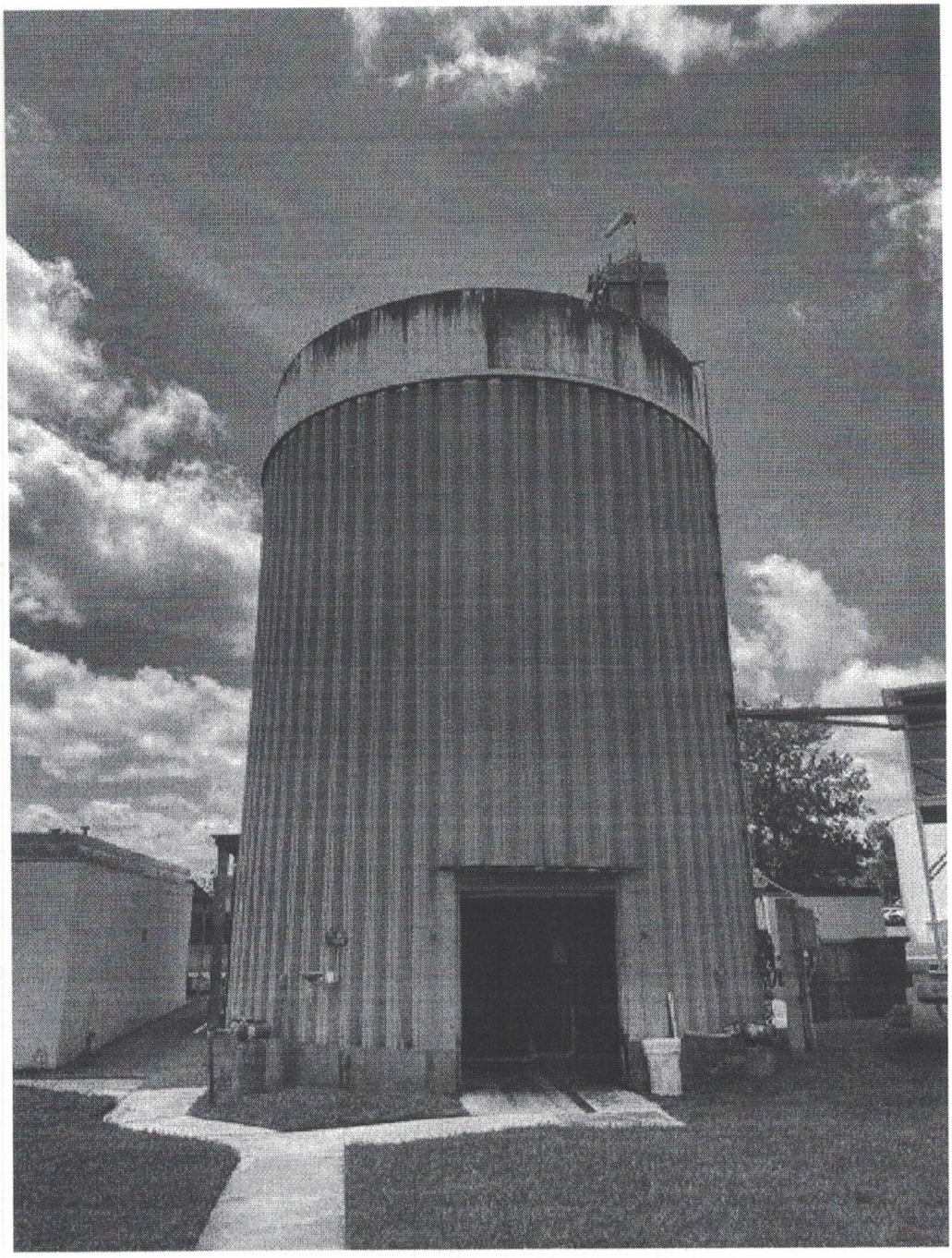
Water Plant Lime Silo Refurbishment

1. Can you post send pictures of the Silo?

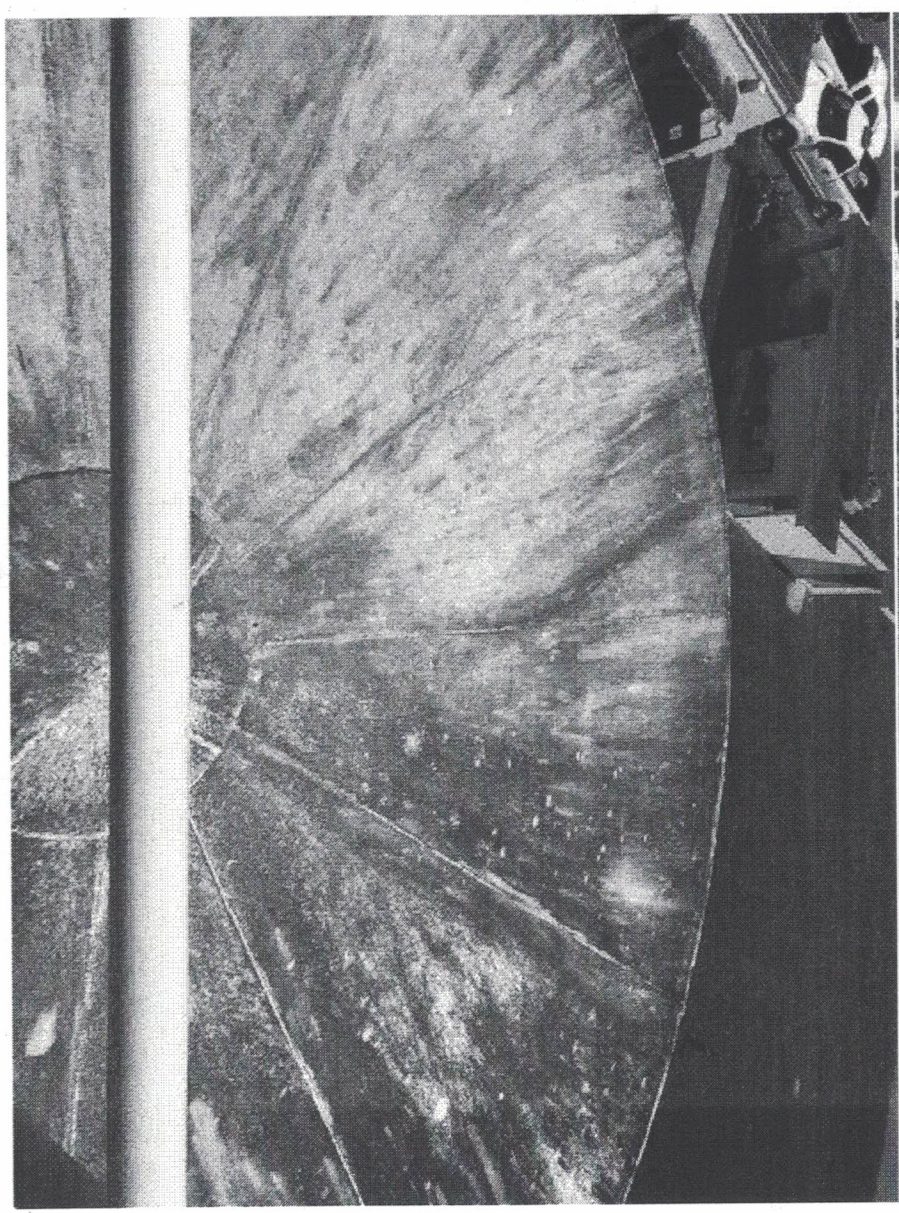


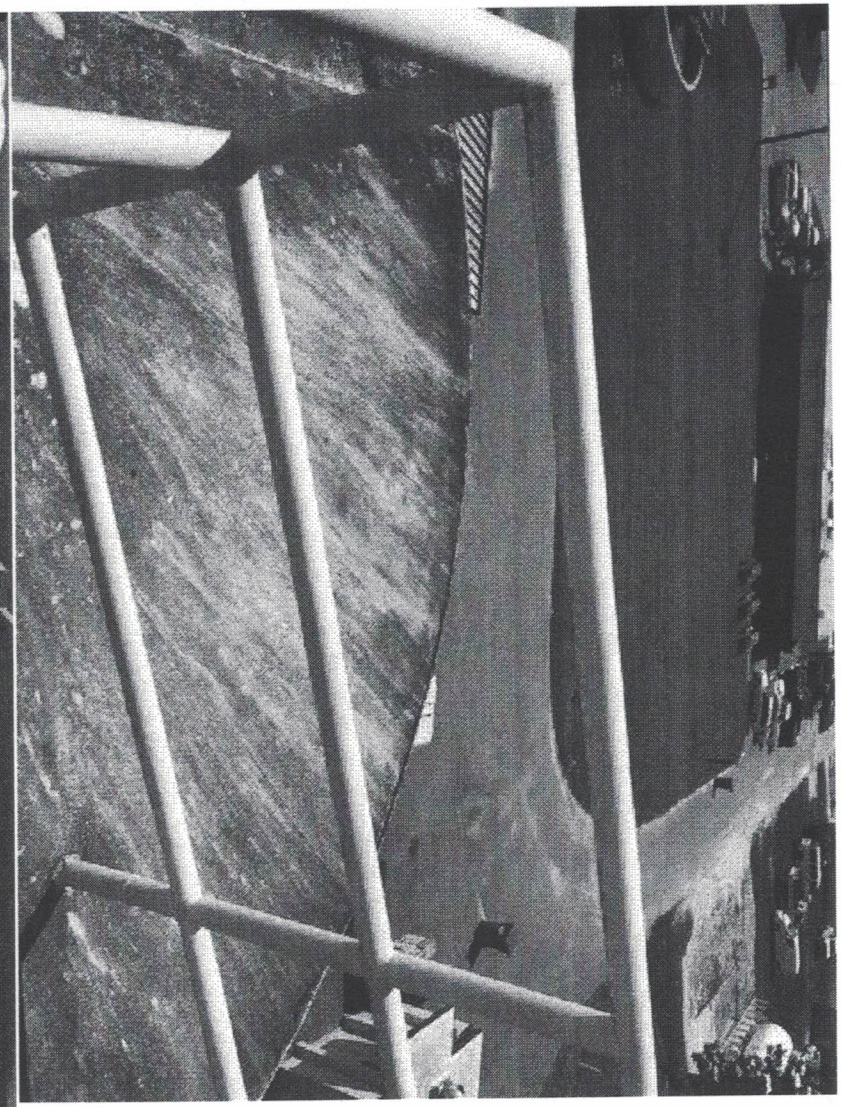
Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

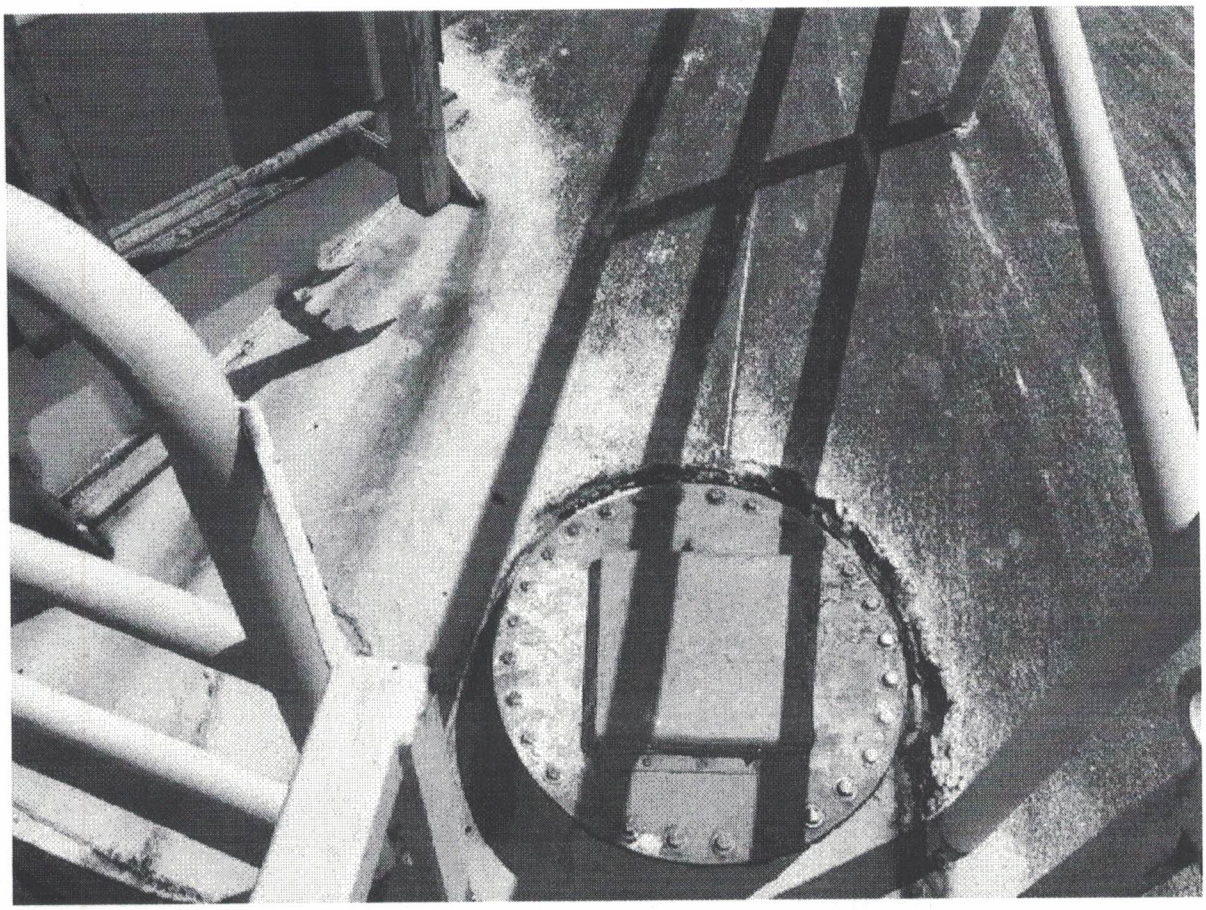




Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-







2. What is the local preference under Q) Vendor Preference on page 11?
   The local preference is not part of the bid evaluation. The language in the bid is clear on what is a local preference. Only City Commission has the ability to offer this preference with the limit of $5000 maximum or within 5% of the lowest bid.
3. Is the contractor responsible to remove the bottom plate on the tank and repair any holes?
   No, the contractor will not be required to remove the bottom plate. This plate is part of the tank and will be treated and painted as the tank.
4. The Graybar specified paint is not appropriate for this application, please get a manufacturer to come out and specify what paint to use????
   The city is revising the specification from Graybar to ***Penetrating Epoxy Primer/Sealer for Steel and Fast Cure Epoxy Mastic Paint.*** *Contractor will provide specs and data sheets for approval*
5. Is there a budget estimate for this project?
   The budget is $45,000.
6. Approximately how many Square feet is this project?
   The bid has the silo dimensions and the contractor must be able to calculate the area from the dimension given.
7. Is the painting and Pressure washing only on the exterior or is it also on the interior?
   Not for the interior

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WA-01 for the Water Plant Lime Silo Refurbishment project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Name: P SAMARTZIS
SHAMROCK RESTORATION SERVICES INC

Date: 8/9/2021

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

SHERWIN WILLIAMS

Protective & Marine Coatings

MACROPOXY® 5000
PENETRATING EPOXY PRIMER / SEALER FOR CONCRETE & STEEL

PART A	B58W20	TRANSLUCENT WHITE
PART A	B58C20	CLEAR
PART B	B58V20	HARDENER

Revised: March 1, 2021

PRODUCT INFORMATION

4.85

PRODUCT CHARACTERISTICS

Finish:	Gloss
Volume Solids:	96% ± 2%, mixed
Weight Solids:	97% ± 2%, mixed
VOC (Calculated):	<50 g/L; 0.42 lb/gal, mixed
Mix Ratio:	2 components, 3:1 ratio
Pot Life, at 50% RH:	2 hours at 40°F/4.5°C 1 hour at 77°F/25°C 20 minutes at 100°F/38°C
Sweat-in-Time:	None required
Shelf Life:	24 months, unopened, store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	75°F (24°C), PMCC, mixed
Reducer:	Not recommended
Clean Up:	Xylene, R2K4

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

ORDERING INFORMATION

Packaging:

Part A: 3 quarts (2.8L) in a 1 gallon (3.78L) container
3 gallons (11.3L) in a 5 gallon (18.9L) container

Part B: 1 quart (0.94L) and 1 gallon (3.78L)
1 gallon (3.78L) and 4 gallons (15.1L) mixed

Weight: 9.40 ± 0.2 lb/gal ; 1.1 Kg/L, mixed

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Use low speed mechanical agitation to mix Part A and Part B separately, then add 1 part by volume of Part B to 3 parts by volume of Part A. Mix the combined parts using low speed power agitation for at least 5 minutes. Mixed material will generate heat and should be handled appropriately, using all material before pot life expiration, and cleaning lines and equipment immediately after use. Higher temperatures will decrease working pot life, while lower temperatures will increase it.

If reducer solvent is used, add only after both components have been thoroughly mixed.

Apply paint at the recommended film thickness and spreading rate.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer ..... Not recommended
Clean-Up ..... Xylene, R2K4

Airless Spray*
Pressure ..... 2200 - 2500 psi
Hose ..... 1/4" ID
Tip ..... .015"
Filter ..... 60 mesh

*Airless spray is acceptable for application; however, the product should be backrolled to eliminate excessive millage and puddles

Conventional Spray
Gun ..... Binks 95
Tip 66
Cap ..... 63 PB
Atomization Pressure ..... 50 psi
Fluid Pressure ..... 10 psi

Brush
Brush ..... High quality nylon/polyester bristle

Roller
Cover (for Steel) ..... 1/4" or less woven with solvent resistant core
Cover (for Concrete) ..... 3/8" or more woven with solvent resistant core

If specific application equipment is not listed above, equivalent equipment may be substituted.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Xylene, R2K4. Clean tools immediately after use with Xylene, R2K4. Follow manufacturer's safety recommendations when using any solvent.

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Protective & Marine Coatings

MACROPOXY® 5000
PENETRATING EPOXY PRIMER / SEALER FOR CONCRETE & STEEL

PART A	B58W20	TRANSLUCENT WHITE
PART A	B58C20	CLEAR
PART B	B58V20	HARDENER

Revised: March 1, 2021

PRODUCT INFORMATION

4.85

CONCRETE
PERFORMANCE CHARACTERISTICS

- Designed for industrial environments
- A high performance primer/sealer for masonry surfaces
- Suitable for immersion when topcoated with a Sherwin-Williams approved lining
- Deeply penetrates concrete surfaces to aide in outgassing control
- Designed to completely penetrate concrete surface, does not form a surface film
- Formation of surface film may require sweep blasting prior to application of liners for immersion
- Epoxy coatings may darken or yellow following application and curing

STEEL
PERFORMANCE CHARACTERISTICS

- Designed for industrial and marine environments
- Penetrates existing, tightly adhered rust to provide a "tight" substrate prior to subsequent coats
- Eliminates the need for intermediate coats
- Can also be used as a high performance primer/sealer for masonry surfaces
- Not for immersion service
- Dry heat resistance up to 200°F (93°C)
- Epoxy coatings may darken or yellow following application and curing

CONCRETE
SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3 (Atmospheric) CSP 3-6 (Immersion). Surfaces should be thoroughly clean and free of contaminants. New concrete must be cured at least 28 days @ 75°F (24°C). A.W. Cook and Sherwin-Williams mortars shall cure for a minimum 24 hours @ 75° F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with an approved A.W. Cook or Sherwin-Williams approved cementitious or epoxy mortar, or Steel-Seam FT910.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete
ASTM D4259 Standard Practice for Abrading Concrete
ASTM D4260 Standard Practice for Etching Concrete
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete
SSPC-SP 13/Nace 6 Surface Preparation of Concrete
ICRI No. 310.2R Concrete Surface Preparation

STEEL
SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (1.0-2.0 mils / 25-50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this products attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Protective & Marine Coatings

MACROPOXY® 646 FAST CURE EPOXY

PART A B58-600 SERIES
PART B B58V600 HARDENER

Revised: October 19, 2016

PRODUCT INFORMATION

4.53

RECOMMENDED USES

- Marine applications
- Fabrication shops
- Pulp and paper mills
- Power plants
- Offshore platforms
- Nuclear Power Plants
- Nuclear fabrication shops
- Refineries
- Chemical plants
- Tank exteriors
- Water treatment plants
- DOE Nuclear Fuel Facilities
- DOE Nuclear Weapons Facilities
- Mill White and Black are acceptable for immersion use for salt water and fresh water, not acceptable for potable water
- Suitable for use in USDA inspected facilities
- Acceptable for use in Canadian Food Processing facilities, categories: D1, D2, D3 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative)
- Conforms to AWWA D102 OCS #5
- Conforms to MPI # 108
- This product meets specific design requirements for non-safety related nuclear plant applications in Level II, III and Balance of Plant, and DOE nuclear facilities*.

* Nuclear qualifications are NRC license specific to the facility.

- Suitable for use in the Mining & Minerals Industry
- Acceptable for use over and/or under Loxon S1 and Loxon H1 Caulking

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct. Mils	(Microns)
Immersion and atmospheric:			
Steel:			
2 cts.	Macropoxy 646 Fast Cure Epoxy	5.0-10.0	(125-250)
Concrete/Masonry, smooth:			
2 cts.	Macropoxy 646 Fast Cure Epoxy	5.0-10.0	(125-250)
Concrete Block:			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer *as needed to fill voids and provide a continuous substrate.*	10.0-20.0	(250-500)
2 cts.	Macropoxy 646 Fast Cure Epoxy	5.0-10.0	(125-250)
Atmospheric:			
Steel: (Shop applied system, new construction, AWWA D102, can also be used at 3 mils / 75 microns minimum dft when used as an intermediate coat as part of a multi-coat system)			
1 ct.	Macropoxy 646 Fast Cure Epoxy	3.0-6.0	(75-150)
1-2 cts.	of recommended topcoat		
Steel:			
1 ct.	Recoatable Epoxy Primer	4.0-6.0	(100-150)
2 cts.	Macropoxy 646 Fast Cure Epoxy	5.0-10.0	(125-250)
Steel:			
1 ct.	Macropoxy 646 Fast Cure Epoxy	5.0-10.0	(125-250)
1-2 cts.	Acrolon 218 Polyurethane	3.0-6.0	(75-150)
or	Hi-Solids Polyurethane	3.0-5.0	(75-125)
or	SherThane 2K Urethane	2.0-4.0	(50-100)
or	Hydrogloss	2.0-4.0	(50-100)
Steel:			
2 cts.	Macropoxy 646 Fast Cure Epoxy	5.0-10.0	(125-250)
1-2 cts.	Tile-Clad HS Epoxy	2.5-4.0	(63-100)
Steel:			
1 ct.	Zinc Clad II Plus	2.0-4.0	(50-100)
1 ct.	Macropoxy 646 Fast Cure Epoxy	3.0-10.0	(755-250)
1-2 cts.	Acrolon 218 Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad III HS	3.0-5.0	(75-125)
or	Zinc Clad IV	3.0-5.0	(75-125)
1 ct.	Macropoxy 646 Fast Cure Epoxy	3.0-10.0	(75-250)
1-2 cts.	Acrolon 218 Polyurethane	3.0-6.0	(75-150)
Aluminum:			
2 cts.	Macropoxy 646 Fast Cure Epoxy	2.0-4.0	(50-100)
Galvanizing:			
2 cts.	Macropoxy 646 Fast Cure Epoxy	2.0-4.0	(50-100)
FIRETEX M89/02, M90, M90/02, and M93/02:			
Steel & Galvanized Substrates being primed for FIRETEX only:			
1 ct.	Macropoxy 646 Fast Cure Epoxy	2.0-5.0	(50-125)

The systems listed above are representative of the product's use, other systems may be appropriate.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel
- Atmospheric: SSPC-SP2/3 or SSPC-SP WJ-2/NACE WJ-2L
- Immersion: SSPC-SP10/NACE 2, 2-3 mil (50-75 micron) profile or SSPC-SP WJ-3/NACE WJ-3L
- Aluminum: SSPC-SP1
- Galvanizing: SSPC-SP1; See Surface Preparations section on page 3 for application of FIRETEX intumescent coating systems

Concrete & Masonry
- Atmospheric: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
- Immersion: SSPC-SP13/NACE 6-4.3.1 or 4.3.2, or ICRI No. 310.2R, CSP 2-4

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal		Sa 3	SP 5	1
Near White Metal		Sa 2.5	SP 10	2
Commercial Blast		Sa 2	SP 6	3
Brush-Off Blast		Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	SP 2	-
	Pitted & Rusted	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	SP 3	-
	Pitted & Rusted	D St 3	SP 3	-

TINTING

Tint Part A with Maxitoners at 150% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

Tinting is not recommended for immersion service.

APPLICATION CONDITIONS

Temperature:	35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface) 40°F (4.5°C) minimum, 120°F (49°C) maximum (material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:
- Part A: 1 gallon (3.78L) and 5 gallon (18.9L) containers
- Part B: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 12.9 ± 0.2 lb/gal ; 1.55 Kg/L mixed, may vary by color

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

Protective & Marine Coatings

MACROPOXY® 646 FAST CURE EPOXY

PART A B58-600 SERIES
PART B B58V600 HARDENER

Revised: October 19, 2016

APPLICATION BULLETIN

4.53

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel, Atmospheric Service:
Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Iron & Steel, Immersion Service:
Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2-3 mils / 50-75 microns). Remove all weld spatter and round all sharp edges by grinding. Prime any bare steel the same day as it is cleaned.

Aluminum
Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1.

Galvanized Steel
Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1 (recommended solvent is VM&P Naphtha). When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.
In preparing galvanized steel substrates for the application of FIRETEX intumescent coating systems, Surface Preparation Specification SSPC-SP 16 must be followed obtaining a surface profile of minimum 1.5 mils (38 microns). Optimum surface profile will not exceed 2.0 mils (50 microns).

Concrete and Masonry
For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910.

Concrete, Immersion Service:
For surface preparation, refer to SSPC-SP13/NACE 6, Section 4.3.1 or 1.3.2 or ICRI No. 310.2R, CSP 2-4.

Follow the standard methods listed below when applicable:
ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI No. 310.2R Concrete Surface Preparation.

Previously Painted Surfaces
If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal		Sa 3	SP 5	1
Near White Metal		Sa 2.5	SP 10	2
Commercial Blast		Sa 2	SP 6	3
Brush-Off Blast		Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	SP 2	-
	Pitted & Rusted	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	SP 3	-
	Pitted & Rusted	D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:	35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface) 40°F (4.5°C) minimum, 120°F (49°C) maximum (material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up .....Reducer R7K15
In California.....Reducer R7K111

Airless Spray
Pump.....30:1
Pressure.....2800 - 3000 psi
Hose.....1/4" ID
Tip.....017" - .023"
Filter.....60 mesh
Reduction.....As needed up to 10% by volume

Conventional Spray
Gun.....DeVilbiss MBC-510
Fluid Tip.....E
Air Nozzle.....704
Atomization Pressure.....60-65 psi
Fluid Pressure.....10-20 psi
Reduction.....As needed up to 10% by volume
Requires oil and moisture separators

Brush
Brush.....Nylon/Polyester or Natural Bristle
Reduction.....As needed up to 10% by volume

Roller
Cover.....3/8" woven with solvent resistant core
Reduction.....As needed up to 10% by volume

Plural Component Spray...Acceptable
Refer to April 2010 Technical Bulletin - "Application Guidelines for Macropoxy 646 Fast Cure Epoxy & Recoatable Epoxy Primer Utilizing Plural Component Equipment"
If specific application equipment is not listed above, equivalent equipment may be substituted.

continued on back

Attachment: RFP 21-WA-01 Shamrock RS Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

August 1, 2021

TITLE PAGE

IN RESPONSE TO:
City of Holly Hill
RFP 21-WA-01 / Due August 11, 2021
Water Plant Lime Silo Exterior Refurbishment
1065 Ridgewood Avenue
Holly Hill, FL 32117

FROM:
Fleetwash Inc d.b.a. Krystal Klean
Physical: 13679 Atlantic Blvd / Jacksonville, FL 32225
Remittance: PO Box 51289 / Jacksonville Beach, FL 32240
Corporate: 26 Law Drive Suite E, Fairfield NJ 07004

Contacts:
Jeremiah Morgan / Quality & Sales Manager
Cell: 904-838-8003 / Office: 904-220-3337 / Fax: 866-295-9274
jmorgan@krystalklean.com

Ryan Lowe / Sales Operations Manager
Cell: 904-309-3877 / Office: 904-220-3337 / Fax: 866-295-9274
rlowe@krystalklean.com

Cori Roberts / cori@krystalklean.com / Cell: 904-476-4284
Contracts Administrator

Officer:
Lorraine Matarazzo / Chief Administrative Officer

TABLE OF CONTENTS

- Tab I – Management Summary - page
- Tab II – Corporate Experience and Capacity - page 3 to 5
- Tab III – Customer Listing - page 6 to 15
  - References
  - Letters of Reference
- Tab IV – Acceptance of Conditions - page 16
- Tab V – Documents - page 17 to 21
  - Vendor Packet
- Tab VI – Required Forms page 22 to 41
- Tab VII – Price Proposal Form - page 42

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

KRYSTAL KLEAN
PAINTING • CAULKING • PRESSURE WASHING

MANAGEMENT SUMMARY

TO: City of Holly Hill / RFP 21-WA-01 / Water Plant Lime Silo Exterior Refurbishment

FROM: Fleetwash Inc d.b.a. Krystal Klean

Dear City of Holly Hill,

Krystal Klean is a premier exterior building restoration service provider setting industry standards for safety, quality and innovation. We provide services such as pressure washing and soft washing, window cleaning and glass restoration, high dusting, painting/coating/sealing and waterproofing, and masonry/EFIS/stucco repairs.

Krystal Klean is a fully certified building contractor in the State of Florida. Founded in Jacksonville, Florida in 2001 as a small family business, Krystal Klean has grown over the past 20 years to become northeast Florida's leader in exterior restoration and building envelope maintenance/rehabilitation services and is now a Fleetwash Company.

Krystal Klean has nearly 60 employees and over 10,000 satisfied customers. Staffing includes a general manager, account managers, division leaders, project managers, crew leaders, quality control specialists, dispatchers, supervisors and technicians.

Our underlying philosophy is built on delivering excellent customer service with a flexible and responsive team. With responsive communication and prompt delivery, we can assure a positive customer experience and establish long-term trust.

We hope to earn your business refurbish the exterior of the Water Plant Lime Silo. Your scope of work is well within our expertise. We attended the pre-bid and accept the terms of the RFP.

Primary contacts concerning qualification and the bid submittal are:
Jeremiah Morgan / Quality & Sales Manager: 904-838-8003 / jmorgan@krystalklean.com
Ryan Lowe / Sales Operations Manager: 904-309-3877 / rlowe@krystalklean.com
Cori Roberts / Contracts Administrator: 904-476-4284 / cori@krystalklean.com

Thank you,

Lorraine Matarazzo, Chief Administrative Officer
Fleetwash Inc d.b.a. Krystal Klean

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

KRYSTAL KLEAN
PAINTING • WATERPROOFING • PRESSURE WASHING

CORPORATE EXPERIENCE

Experience

Krystal Klean is a cleaning and coating small business company that serves the southeastern United States. Our home office is located in Jacksonville, FL. We have been in business since 2001 and we currently have nearly 60 employees. We provide a variety of coating, painting and cleaning services like pressure washing, soft washing, waterproofing, window washing (includes High Rise), high-industrial dusting, corrosion control, painting, caulking, sealing, tuck-pointing, masonry repairs, sealing and overall building restoration needs. Our staff includes a general manager, account manager, division leaders, project managers, crew leaders, quality control specialists, dispatchers, supervisors and technicians.

Krystal Klean maintains over 1,000 individual locations per year. We manage large quantities of work orders in an efficient manner. Around 40% of our work force works the night shift making it easier for us to get high traffic areas such as airports, college campuses, school districts, hospitals, industrial complexes, and office buildings.
We have high retention of our core employees and can ramp up and down for large projects as needed. We are a small company that can offer competitive rates and also large enough to handle large coating projects.

Technical Approach

Krystal Klean teams are comprised of a Crew Leader (working Foreman) and one or more technicians. Crew Leader is responsible for daily safety and compliance checklists. Prior to visiting customer property, all equipment is thoroughly inspected to verify safe operating conditions. Upon arrival, Crew Leader reviews the Scope of Work and any potential safety liabilities with the entire team. All safety liabilities are addressed before any work commences. Team will section off working areas with cones, high reflective caution tape, and signs directing traffic. Team inspects and then puts on personal protective equipment (harnesses, lanyards, safety glasses). Crew Leader inspects protective measures to ensure none are missed, and then directs team to begin work. Equipment is positioned to execute work in the most efficient manner.

For the City of Holly Hill there will be a project manager, superintendent and two technicians.

Scheduling

Krystal Klean will provide a schedule and completion timeline for every project. For multi-day projects, we provide a phased-out schedule that will project where our team will be working on the building so customer can issue internal communication and provide daily reports from each shift. There will be an onsite manager who communicates daily work and logistic updates for each job. Precautionary steps would include upfront planning to thoroughly understand all potential safety or security

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

liabilities. Once liabilities are understood, leadership brings awareness and actions steps to our team for efficient execution.

Safety
All crew members have OSHA 10-hour certification and division leaders maintain OSHA 30-hour certification. All our employees receive First-Aid/CPR certified training. We are an EPA lead-safe certified firm with Lead Renovator certificate holders. All personnel wear reflective, high visibility safety clothing. Safety barricades and suitable signage are used to outline the work area. We maintain a highly organized fleet of over 30 vehicles so we can operate multiple projects in various locations on a regular basis.

Our teams receive extensive cross-training for work at heights with swing stage scaffolding, rope descent systems (RDS) and man lifts and are specialized in working at hard-to-access areas in many facilities. Training is provided both in-house and off-site through seminars and/or webinars. Our crew members also get comprehensive training courses from manufacturers like Genie and JLG. We perform safety inspections and are fully licensed and insured.

Krystal Klean is a genuine leader in the building maintenance and restoration industry. At Krystal Klean we strive to be the premier building solution provider for commercial and industrial clients nationally, setting industry standards for quality and innovation, while creating a work environment that employees can thrive.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

KRYSTAL KLEAN
PAINTING • CAULKING • PRESSURE WASHING

EQUIPMENT

Soft Wash Trailer Units:

- 080W - 2019 HDME TRAILER
- 102W - 2016 HDME TRAILER
- 104W - 2016 HDME TRAILER
- 105W - 2016 HDME TRAILER

Vehicles:

- 2014 TOYOTA TACOMA PRERUNNER-Silver - gas 20 gallons - 2wd
- 5 x 2016 FORD F550 PICKUP YLW - Diesel, 45 gallons - 2 wd
- 2014 FORD F550 PICKUP YLW - Diesel, 45 gallons - 2 wd
- 2021 International - CV515 SFA
- 2 x 2014 FORD F550 PICKUP YLW - Diesel, 45 gallons - 2X4
- 2x 2015 FORD F550 PICKUP YLW - Diesel, 45 gallons - 2X4
- 2013 TOYOTA TACOMA PU YLW - Gas 20 gallons - 2X4
- 2015 TOYOTA TACOMA PU YLW - Gas 20 gallons - 2X4
- 2016 FORD F350 PICK UP YLW - Diesel, 45 gallons - 4X4
- 2013 TOYOTA TACOMA PU YLW - Gas 20 gallons - 2wd
- 2 x 2015 FORD F550 PICKUP YLW - Diesel, 45 gallons - 4X4
- 2 x 2016 FORD F550 PICKUP YLW - Diesel, 45 gallons - 2X4
- 2019 DODGE RAM
- 2020 DODGE RAM
- 2021 International LT625 6x4

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PAINTING • WATERPROOFING • PRESSURE WASHING

REFERENCES/PAST PERFORMANCE QUALIFICATIONS (listed in alpha order)

Alachua County
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
Steven Wargo
swargo@alachuacounty.us
352-384-3190

Details: We were awarded a multi-year contract beginning for this county performing pressure washing and tuck-pointing services throughout the county.

AllState Financial
1776 American Heritage Life Dr
Jacksonville, FL 32224
Darren Richardson
904-376-5432
drichardson@allstate.com

Details: Long term customer since 2016; have done over $350K in projects that consist of high-rise window cleaning, waterproofing, glass restoration & pressure cleaning.

Anheuser-Busch
111 Busch Drive
Jacksonville, FL 32218
Richard Chapman
904-751-0700
richard.chapman@anheuser-busch.com

Details: We cleaned the brewery (7-stories) and coated/painted parking lots, high rise window cleaning, and pressure washed the roads and loading bays. We were cleaning and coating in high traffic areas as this facility runs 24 hours a day. Much care was needed to execute cleaning and coating without affecting the bottling operations. We have completed multiple projects for this customer to include work at their Virginia plant. Annual budget for cleaning services is $60K

Baptist Health Systems
1340 S 18th Street
Fernandina Beach, FL 32034
Jennifer Craig
904-202-4967
jennifer.craig@bmcjax.com

Details: Removed and replaced concrete pads at south entrance with broom finish, concrete flush with asphalt widened to increase access, ADA-compliant concrete ramps installed. New pads were sloped for proper drainage.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Joe Paul
386-671-8743
pauljoe@codb.us

Details: City is currently piggybacking off of our St Johns county painting, coating and cleaning contract. We just finished waterproofing, coating and repairs on their Peabody Auditorium (600 Auditorium Boulevard Daytona Beach FL 32118). Completed 7/30/21 and the costs were $75,348. Prior to that we waterproofed, repaired and coated the City Hall Building (301 South Ridgewood Avenue Daytona Beach FL 32114) on 5/17/2021 and those costs were $57K. In addition we have cleaned and coated several other buildings throughout the city since the contract began in May 2021.

City of Lakeland
900 East Rose Street
Lakeland, Florida 33801
Chris Kelsey
863-450-8430
Christopher.kelsey@lakelandgov.net

Details: We have completed two large waterproofing and tuckpointing projects for this customer. Building envelope maintenance and repair for their Purchasing building and for 850 Massachusetts. Scope was repointing isolated masonry mortar joints, cleaning and recoating exterior building services, replacing masonry control joint sealants, performing flashing and waterproofing repairs new windows and vents and performing Wet-Seal repairs at Storefront Assemblies. Purchasing building: $183,454 from 6/1/2020 to 8/20/2020 and 850 Massachusetts: $197,287 from 6/1/2020 to 6/30/2020. Finished within budget and on schedule.

City of St. Augustine
75 King Street
St. Augustine, FL 32085
Marcus Pinson
904-823-2204
mpinson@citystaug.com

Details: We performed the following services for their water treatment plants: hydro-blasting, industrial painting, coating and cleaning of the cities water clarifiers, storage tanks, chemical holding tanks, finished water tanks and metal structures. Project costs were $40K and completed from 2017-2018. Currently piggybacking off a pressure washing contract to clean various surfaces, sidewalks, curbs and streets throughout the city, ends 6/2023. Work is completed at night. Budget is around $20K a month and work is done once a month (takes a week). Contact for this part of the contract is Todd Grant at tgrant@citystaug.com / 904-209-4271.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Florida Department of Health/ Clay County Health Department
1305 Idlewild Avenue
Green Cove Springs, FL 32043
Troy Biddle
904-529-2880 or 904-497-3265
Troy.biddle@flhealth.gov

Details: Prepped and painted all interior rooms in Buildings A and D at the Florida Department of Health Clay County Health Department. Building A was approximately 9000 sq. ft. and Building D was approximately 2500 sq. ft. Awarded February 2019, completed March 2019 and project cost was $41,575.

Florida State College of Jacksonville
11901 Beach Blvd.
Jacksonville, FL 32246
Ronald Dykeman
904-307-9215
ronald.dykeman@fscj.edu

Details: We have worked with them for over 15 years at all of their campus locations here in Jacksonville under competitively bid contracts. Work is completed at nights, weekends, or during college breaks. From emergency services (cleaning campus prior to a presidential visit) to scheduled painting, cleaning, caulking, steam cleaning tile and flooring…we have done over $1.5M of contracted work with FSCJ. In March 2020 we were awarded an additional 5-year pressure washing & window cleaning job order contract with this university.

Halifax Health Medical Center
Chad Hutchinson
303 North Clyde Morris Blvd
Daytona Beach FL 32114
386-689-1392
chad.hutchinson@halifax.org

Details: We were awarded this contract in 6/2021. We coated, sealed, waterproofed and performed masonry repairs on their Oncology Building. Costs were $83,600 and we completed the job 7/13/2021.

Hess/Bought by Buckeye
2617 Zoo Parkway
Jacksonville, FL 32226
Mike Agana
904-570-6575
magana@buckeye.com

Details: We coated exterior surfaces of pipes and water tanks and fuel tanks in fuel terminals. In addition, the scope of other jobs have performed for them at their Charlotte, Tampa and Jacksonville locations are services like: cleaning and corrosion control, re-coat rust inhibitor, epoxy intermediate coating and top coat high solids urethane. Jacksonville location required TWIC security clearance. Ongoing client since 2009 and projects costs have been nearly $200K in total sales.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Jacksonville Aviation Authority
2400 Yankee Clipper Drive
Jacksonville, FL 32218
John Adams
904-226-5003
john.adams@flyjacksonville.com

Details: Pressure washed and removed all loose or impregnated soils, oils, residue, gum from the arriving flights roadway in May 2018 and on the concourse room in October 2018 at the JIA. Coordinated with Airside Operations to execute service between flights. Blocked drains to prevent wastewater intrusion.

Jacksonville Aviation Authority; Cecil Airport
13365 Aeronautical Circle
Jacksonville, FL 32221
Sally McMain
904-573-1611
sally.mcmain@cecilairport.com

Details: We were awarded a 5-year window cleaning contract for Cecil Field Airport. We clean the windows on their JAA Administration building semi-annually, on their FAA Tower quarterly, on their USCG Hangar annually and on their USCG Building semi-annually. The contract began February 2020.

Jacksonville Electric Authority
21 West Church Street
Jacksonville, FL 32259
Chris Crane
904-813-9844
cranct@jea.com
Details: Restoration of a 19-story building to include pressure washing, window cleaning, tuck-pointing, caulking, corrosion control, industrial coating, painting and waterproofing. We have coated and repaired multiple locations for JEA over the years to include 20 locations in 2018 involving corrosion control, industrial coatings, cleaning, painting and waterproofing of lift stations, pipe and pumps, water storage tanks, floor coatings and other surfaces. Annual costs from 2017 to 2018 were $585K.

Jacksonville Electric Authority / Main Street Laboratory
1002 Main Street
Jacksonville, FL 32206
Richard Copeland
904-993-1014
coperl@jea.com

Details: Restoration of their Main Street Lab to include exterior soft washing, waterproofing, repairing vertical joints, caulking windows and glazing joints, brick angle relief repairs and sealing the building's brick. Project ran from 8/2020 to 9/2020 and costs were $140K.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202
Johnny Halman
904-576-9826
jhalman@jtafla.com

Details: In April 2020 we were awarded a multi-year commercial exterior window cleaning and hot pressure washing services of their sidewalks, buildings, all applicable JTA property in Jacksonville. Contract ends April 2025.

Lake County School Board
29529 CR 561
Tavares, FL 32778
William Eubanks
352-536-8004
EubanksW@lake.k12.fl.us

Details: We were awarded a multi-year painting and pressure washing labor service contract with this school district in August 2019. We are contracted to service all of their school buildings for painting and pressure washing needs. To date we have completed several large projects, namely a lead encapsulation/waterproofing job at Tavares High School that included cleaning exterior surfaces, encapsulating lead paint, replacing window sealants, sloping horizontal surfaces with Tamspatch concrete patching system and applying PPG water proofer intermediate coat and self-cleaning top coat. Costs are around $100K and job ran from January 2020 to February 2020.

Most recently, we completed an extremely large clean and paint job at the Curtright Campus location of Eustis High School - over 500,000 sq ft. Location address was: 1801 Bates Avenue, Eustis FL 32726. Costs: $159K. Dates: 8/2020 to 9/2020. Details: Exterior commercial pressure washing, lead encapsulation, prepping and painting of the exterior of the high school.

In October 2020 we were also awarded a concrete services contract with Lake County.

Northrop Grumman (4-M)
5000 US 1
St. Augustine, FL 32095
Marc DiMarzo
904-355-2741
mdimarzo@4-m.com

Details: Work takes place at controlled secure site in St. Augustine, FL. We performed the following services for buildings, metal structures, airplane hangars and tanks: high pressure cleaning, water reclamation, corrosion control, industrial coatings and high cleaning of their tanks, hangars and buildings. We also performed over 300,000 sq. ft. of dusting a 100 airplane assembly hangar and high dusted a multitude of other buildings where the high dusting totaled over 1M sq. ft. 2017-2018 annual project costs were $525K.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Osceola County School Board
4001 Boggy Creek Road
Kissimmee, FL 34744
Chris Baxter, Area Lead Maintenance
407-908-6493
james.baxter@osceolaschools.net

Details: Late 2019 we were awarded a 2-year contract for Painting, a 2-year contract for Pressure Washing and most recently in the fall of 2020 we were awarded a 2-year contract for Concrete Services with this school board. Our most recent project was pressure washing Cypress Elementary school in June 2020. Cost: $1.9K

Pepsi Bottling Company
5829 Pepsi Place
Jacksonville, FL 32216
Brad Losego
904-504-8831
brad.losego@pepsico.com

Details: Waterproofed and painted entire exterior building envelope while coordinating execution with plant logistics. Warehouse was 2 stories and approximately 250,000 square feet. Cost was $150K and completed May 2018.

Ring Power Corporation
3400 NW 77th Court
Miami, FL 33122
Dennis Steed
904-545-1185
dennis.steed@hotmail.com

Details: We repaired and coated the exterior of a Miami warehouse (2 stories), showroom and office facility. We repaired block walls, restored stucco, caulked and painted interior and exterior surfaces. We also coated the warehouse roof. We have also coated multiple sites for this customer on the east coast as far as New Jersey. Work also included both low and high pressure washing, including preparation for coating of surfaces, inspection of surfaces for penetrations, and performed necessary repairs, etc. We also provided window cleaning on 70' foot commercial building. Miami warehouse project costs were $95K and completed in 2015.

St. Johns County Board of Commissioners
500 San Sebastian View
St. Augustine, FL 32084
Tom Mulligan
904-669-4305
tmulligan@sjcfl.us

Details: We have a 5-year unit cost contract for painting services throughout their county - buildings like fire departments, libraries, jails - and structures (expires 6/2023). And we have a unit cost contract for pressure washing services all of their county owned buildings and structures as well (expires 7/2023).

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

St. Johns County School District
40 Orange Street
St. Augustine, FL 32084
Brett Butler (Landrum Middle School Facility Director)
904-547-8412
butlerb@stjohns.k12.fl.us

Details: Krystal Klean has worked with St. John's County Schools for several years under competitively-bid contracts for window cleaning, pressure washing, painting, and waterproofing. Purchasing departments for other state, municipality, and government entities have successfully "piggybacked" these competitively-bid contracts given their value. Krystal Klean currently is performing over $100,000 in painting services for multiple schools during summer of 2018. Project for Landrum Middle School (contact above) is $40,000 for interior painting. We strive to meet the expectations of each individual building or school manager and operate at a high level of service and quality for this customer.

US Naval Air Station Mayport, Jacksonville
Harbor Operations Command
Bob Novotny
bob.novotny@navy.mil

Details: Disassembled, modified, blasted, painted and reassembled 11 boats; multiple oil response rigs, multiple shipping containers; tanker trucks, Costs were around $1M; 2009

University of Florida
971 Elmore Drive
Gainesville, FL 32611
Chad Worley
352-494-1634
cworley@ufsa.ufl.edu

Details: We have worked with UF for nearly 10 years. From tuck-pointing to brick restoration, masonry, painting, cleaning, caulking, high rise window cleaning, pressure washing parking garages…we have done over $500K of contracted work with UF. We are currently in year 3 of a 5-year unit cost painting contract with UF and are working to restore most of their housing buildings. We also had a 5-year unit cost campus-wide parking garage pressure cleaning contract with UF that covers cleaning 14 multi-level parking garages with over 1,000,000 square feet (ended 1/2021).

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

University of Florida; Beaty Towers 2
11 Beaty Towers
Gainesville, FL 32612
Hans Pfalzgraf
352-284-3949
hansp@housing.ufl.edu, hpfalzgraf@ufsa.ufl.edu

Details: Waterproofing, concrete restoration, caulking, cementitious coating, tuck-pointing and brick replacement on the North and South side of Beaty Tower 2 (student housing) building; 14-story precast and brick building. Work took place during campus summer break - 5/2019 to 6/2019. Cost was $523K.

University of Florida; Little Hall
1400 Stadium Road
Gainesville, FL 32601
Tyler Pringle
904-244-7211
Tyler.pringle@jax.ufl.edu

Details: EFIS removal, Instal EFIS coating, repairs, cleaning and minor construction services on Little Hall Building that included 23 total balconies.

University of Florida; UF Health Building
653-2 West 8th Street
Jacksonville, FL 32209
Richard Morgan
904-244-3753
richard.morgan@jax.ufl.edu

Details: We replaced expansion joints, window glazing, repaired stucco and waterproofed the exterior of their Jacksonville medical building. This is a high traffic building that's approximately 100,000 square feet. This project was completed in 2016 and costs were $57,625.

University of North Florida
1 UNF Drive
Jacksonville, FL 32224
Mike Maroney
904-955-4051
mmaroney@unf.edu

Details: We have also worked with them for over 15 years at the various locations across campus. Cleaning, painting and waterproofing parking garages, stadiums, various buildings, warehouse restoration after a fire…we have done over $1M of contracted work with UNF.

Most recently we completed a large waterproofing and envelope sealing job on Building 39 J Brooks Hall at UNF. The job ran from 12/07/2020 to 01/15/2021 and costs were $128,565.00. We remained in budget and on schedule. We worked with Stephen Fagan on this particular project (stephen.fagan@unf.edu or 904-620-2237).

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CITY OF Lakeland PUBLIC WORKS

FACILITIES MANAGEMENT
900 E ROSE STREET
LAKELAND, FLORIDA 33801
863.834.2380

April 15, 2021

Letter of Recommendation for:

KRYSTAL KLEAN, 74
PO 51289
Jacksonville Beach, FL, 32240

To whom it may concern:

It is my pleasure to recommend KRYSTAL KLEAN for consideration for other work.

KRYSTAL KLEAN completed exterior building envelope maintenance and repair services for our Purchasing Bldg. and our 820 Haus Bldg.

Their services included:

Repointing isolated masonry mortar joints.
Cleaning and recoating exterior building surfaces.
Replacing masonry control joint sealants.
Performing flashing/waterproofing repairs near windows and vents
Performing wet-seal repairs at Storefront Assemblies

We are very happy with the quality of the work completed by KRYSTAL KLEAN on our two buildings.
I look forward to using KRYSTAL KLEAN's services again and would recommend them to others.

Sincerely,

Christopher Kelsey, Facilities Project Coordinator

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, Florida 32092
(904) 494-7464

August 12, 2015

To Whom It May Concern:

Krystal Klean Companies pressured washed and painted Ring Power Corporation's 54,000 square foot shop area at our Ocala heavy equipment repair facility. This job required extra coordination and planning because the area was still needed during our regular hours of operation. The painting and pressure washing included the ceiling, which is exposed to corrugated metal. Krystal Klean did an exceptional job organizing the work to limit interruption to our daily operations. We were concerned about water from the pressure washer getting on our equipment and damaging electrical items. The project was controlled so well we did not have any problems with the water.

Although the Krystal Klean team worked around our schedule, a portion of the work had to be completed after business hours. The project from start to finish was managed and organized very professionally. The finished work on the painting and attention to details exceeded our expectations. Krystal Klean's team and management did everything to make sure Ring Power was a satisfied customer. I would recommend them to anyone that wants quality work.

Sincerely,

Dennis Steed

Dennis Steed
Sr. Vice President
Ring Power Corporation

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

KRYSTAL KLEAN
PAINTING • CAULKING • PRESSURE WASHING

ACCEPTANCE OF CONDITIONS

We accept the general terms and conditions of RFP 21-WA-01; Water Plant Lime Silo Exterior Refurbishment.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

2020-2021 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR
231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1916, option 3 Fax: (904) 630-1432
www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

KRYSTAL KLEAN
FLEETWASH, INC OF NEW JERSEY
26 LAW DR
STE SECTION E
FAIRFIELD, NJ 07004

ACCOUNT NUMBER: 309232
BUSINESS NAME: KRYSTAL KLEAN
PHYSICAL ADDRESS: 13679 ATLANTIC BLVD
JACKSONVILLE, FL 32225

CLASSIFICATION CODE: 323079 - PUBLIC SERVICE OR REPAIR, NOT SPEC

STATE LICENSE NO:

COUNTY TAX:	93.75
MUNICIPAL TAX:	226.25
TOTAL TAX:	**320.00**

VALID UNTIL September 30, 2021

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4162056.0001-0001 Y02 09/15/2020 320.00

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

State of Florida

Department of State

I certify from the records of this office that KRYSTAL KLEAN is a Fictitious Name registered with the Department of State on May 29, 2019.

The Registration Number of this Fictitious Name is G19000062805.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

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

Secretary of State

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000062805

Fictitious Name to be Registered: KRYSTAL KLEAN

Mailing Address of Business: PO BOX 1577
WEST CALDWELL, NJ 070071577

Florida County of Principal Place of Business: DUVAL

FEI Number: 22-2867084

FILED
May 29, 2019
Secretary of State

Owner(s) of Fictitious Name:

FLEETWASH, INC.
26 LAW DR., SECT E 2ND FLOOR
FAIRFIELD, NJ 07004 US
Florida Document Number: F00000006335
FEI Number: 22-2867084

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

ANTHONY DIGIOVANNI 05/29/2019

Electronic Signature(s) Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACORD

FLEETWASHH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2021

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

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

PRODUCER
Pinnacle Insurance Solutions, LLC
4 Becker Farm Road
Roseland, NJ 07068

CONTACT NAME:
PHONE (A/C, No, Ext): (973) 284-0100 **FAX (A/C, No):** (973) 284-1655
E-MAIL ADDRESS: certificates@pinnrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insurance Company	24319
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Capitol Specialty Insurance Corporation	10328
INSURER D : Aspen American Insurance Company	
INSURER E :	
INSURER F :	

INSURED
Fleetwash, Inc.
dba Krystal Klean
P.O. Box 51289
Jacksonville Beach, FL 32240

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6004-0485	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000, $ 100, $ 5, $ 2,000, $ 4,000, $ 4,000,
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			TC2J-CAP-1R569467-21-TIL	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000, $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP-81N43370-21-NF	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000, $ 10,000,
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Pollution Liab.			EV20200556-02	7/1/2021	7/1/2022	Ea. Occ./Gen. Agg.	2,000,
D	Leased/Rented Equip.			IMZ134921	7/1/2021	7/1/2022	$1,000 Ded./Limit	250,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability- Carrier: Navigators Insurance Company, Effective Date: 07/01/2021 - 07/01/2022 - Policy Number: NY21EXCZ08G7UQN, Limit: $10,000,000

Crime (Third Party)- Carrier: Travelers Casualty & Surety, Effective Date: 07/01/2021 - 07/01/2022 - Policy Number: 105636705 - Ded.: $1,000 - Limit: $100,000

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CERTIFICATE OF LIABILITY INSURANCE

12/8/2020

4.6.c

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and con... rights upon the Certificate Holder. This Certificate does not ame... extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		

Insured: South East Personnel Leasing, Inc.& Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-67-850

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Fleetwash, Inc. of New Jersey dba Krystal Klean

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name: FOR BID PURPOSES ONLY

ISSUE 10-28-20 (AR)

Begin Date: 6/28/2019

CERTIFICATE HOLDER	CANCELLATION
Fleetwash, Inc. of New Jersey dba Krystal Klean 13679 Atlantic Blvd Jacksonville, FL 32225	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

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

☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".

☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Fleetwash Inc dba Krystal Klean
Company

Authorized Signature

Lorraine Matarazzo, Chief Administrative Officer
Printed Name & Title

Officer: lorrainem@fleetwash.com
Email

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

See above.
City, State, Zip Code

904-220-3337
Telephone No.

866-295-9274
Fax No.

Contacts:
Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this_____day of _____, 2021, by and between Fleetwash Inc d.b.a. Krystal Klean, duly authorized to conduct business in the State of Florida and whose address is Local: 13679 Atlantic Blvd Jacksonville FL 32225, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
Lorraine Matarazzo, Chief Administrative Officer (Name, Title)
Fleetwash Inc d.b.a. Krystal Klean. (Company)
Local: 13679 Atlantic Blvd (Address)
Jacksonville FL 32225 (City, State, Zip)
904-220-3337 (Phone)

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

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____

Joseph A. Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS Fleetwash Inc d.b.a. Krystal Klean

By: _____

Lorraine Matarazzo, Chief Administrative Officer

Dated: 7/28/2021

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CONFLICT OF INTEREST AFFIDAVIT

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

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

Fleetwash Inc dba Krystal Klean
Company

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

Authorized Signature

See above.
City, State, Zip Code

Lorraine Matarazzo, Chief Administrative Officer
Printed Name & Title

904-220-3337
Telephone No.

Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284
Email

866-295-9274
Fax No.

State of NJ)
City of Fairfield)

SUBSCRIBED AND SWORN to before me this 28 day of July, 2021, by Lorraine matarazzo who is personally known to me to be the CAO for the Firm, OR who produced the following identification: _____.

Lisa Lundberg

Notary Public

LISA LUNDBERG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/7/2025

My Commission Expires: _____

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

PLEASE SEE OUR REFERENCES LIST FOR DETAILS AND PROJECT COSTS.

% Completed	Project	Contract Amount
	We have many ongoing contracts with school districts, municipalities and counties. Some are: Lake County School District (paint, pressure wash, concrete), St Johns County School District (pressure wash), Osceola School District (paint, pressure wash, concrete), Alachua County (tuck-point, pressure wash), St Johns County (paint and pressure wash), UF (painting), Jacksonville Transporation Authority (pressure wash, window cleaning), Jacksonville Aviation Authority (pressure wash), Florida State College of Jacksonville (paint and pressure wash), City of Jacksonville (painting), Flagler County Schools (concrete), City of Jacksonville, City of St Augustine (cleaning), City of Daytona (painting), UNF (painting and pressure washing),City of Jacksonville Beach	$

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

Jacksonville Transporation and Authority Pressure Washing and Touch Point Cleaning 21-026
Nassau County Justice Center Brick Reseal NC21-017
New contracts with City of Holly Hill (piggyback off of St Johns County Painting contract) and Flagler College (piggbyback off of FSCJ contract)

OTHER INFORMATION ABOUT PROJECTS:

We perform more than $1.5-2M per calendar year. These jobs are exterior building rehabilitation/restoration projects ranging from detailed & complex waterproofing, brick repair, concrete repair to pressure washing and painting. Complete building restoration. Please see our list of references for more information.

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 1,041,117 **Total Fees for work done on all City projects**

City of Jacksonville $216,699
City of Daytona $181,587
City of Lakeland $381,042
City of St Augustine $252,485
City of Jacksonville Beach $9,304

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES:

Bank(s) Maintaining Account(s): JP Morgan Chase / Paula Bradley, Client Service Associate

650 Atlantic Blvd Neptune Beach FL 32266 paula.bradley@chase.com 904-242-5145

Surety/Underwriter: (if required) Pinnacle Risk Solutions / Jillian Sledge

4 Becker Farm Road, Suite 104 Roseland NJ 07068 jsledge@pinnrisk.com / 973-284-0100 x1130

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

[X] Corporation/Years in Business: 34. If firm is a corporation, please list state in which it is incorporated: NJ. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

[ ] Partnership/Years in Business: _____ Sole Proprietorship/Years in Business: _____

[ ] Other: Please list: _____ _____

[ ]

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

Fleetwash Inc dba Krystal Klean
Company

Authorized Signature

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

See above.
City, State, Zip Code

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 28 day of July, 2021 in the City of Fairfield, in the State of NJ.

Fleetwash Inc dba Krystal Klean
Company

Authorized Signature

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

See above.
City, State, Zip Code

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Fleetwash Inc d.b.a. Krystal Klean
Company

Authorized Signature

Lorraine Matarazzo, Chief Administrative Officer
Printed Name & Title

Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284
Email

Pinnacle Risk Solutions
Insurance Agency

Signature of Proposer's Agent

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

See above.
City, State, Zip Code

904-220-3337
Telephone No.

866-295-9274
Fax No.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

FLEETWASHH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2021

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

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

PRODUCER Pinnacle Insurance Solutions, LLC 4 Becker Farm Road Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): (973) 284-0100 FAX (A/C, No): (973) 284-1655 E-MAIL ADDRESS: certificates@pinnrisk.com
INSURED Fleetwash, Inc. dba Krystal Klean P.O. Box 51289 Jacksonville Beach, FL 32240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied World Surplus Lines Insurance Company — 24319 INSURER B : Travelers Property Casualty Co of America — 25674 INSURER C : Capitol Specialty Insurance Corporation — 10328 INSURER D : Aspen American Insurance Company — 43460 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6004-0485	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,($ 100,($ 5,($ 2,000,($ 4,000,($ 4,000,(
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			TC2J-CAP-1R569467-21-TIL	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,($ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP-61N29318-21-NF	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000, $ 10,000,
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Pollution Liab.			EV20200556-02	7/1/2021	7/1/2022	Ea. Occ./Gen. Agg.	2,000,
D	Leased/Rented Equip.			IMZ134921	7/1/2021	7/1/2022	$1,000 Ded./Limit	250,

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

Excess Liability- Carrier: Navigators Insurance Company, Effective Date: 07/01/2021 - 07/01/2022 - Policy Number: NY21EXCZ08G7UQN, Limit: $10,000,000

Crime (Third Party)- Carrier: Travelers Casualty & Surety, Effective Date: 07/01/2021 - 07/01/2022 - Policy Number: 105636705 - Ded.: $1,000 - Limit: $100,00(

Project: RFP 21-WA-01 and Water Plant Lime Silo Exterior Refurbishmen

The City of Holly Hill is included as additional insured for GL coverage with respect to work performed by the named insured and as per written contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

Fleetwash Inc d.b.a. Krystal Klean
Company

Authorized Signature

Lorraine Matarazzo, Chief Administrative Officer
Printed Name & Title

Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284
Email

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

See above.
City, State, Zip Code

904-220-3337
Telephone No.

866-295-9274
Fax No.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of NJ

County of Essex

Lorraine Matarazzo, being first duly sworn, deposes and says that:

He/she is CAO of Fleetwash Inc dba Krystal Klean, Proposer that has submitted the attached Qualification;

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

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

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

Fleetwash Inc d.b.a. Krystal Klean
Company

Authorized Signature

Lorraine Matarazzo, Chief Administrative Officer
Printed Name & Title

Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284
Email

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004
Address

See above.
City, State, Zip Code

904-220-3337
Telephone No.

866-295-9274
Fax No.

Subscribed and sworn to before me this 28 day of July, 2021.

Lisa Lundberg

Notary
Title

My Commission Expires: _____

LISA LUNDBERG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/7/2025

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

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

From : Insert Information
"Contractor"
Fleetwash Inc dba Krystal Klean

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 28 day of July (Month), 2021 (Year)

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

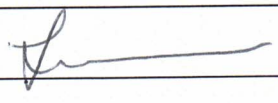
A provision that requires the contractor to comply with public records laws, specifically to:

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

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

Company Name: Fleetwash Inc d.b.a. Krystal Klean

Authorized representative (printed): Lorraine Matarazzo

Authorized representative (signature): 

Project Number: **21-WA-01** Date: 7/28/2021

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES FORM

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

1. Name of Company: Halifax Health Medical Center
   Address: 303 North Clyde Morris Blvd Daytona Beach FL 32114
   Point of Contact: Chad Hutchinson
   Phone #: 386-689-1392 Email address: chad.hutchinson@halifax.org
   Service(s) Provided: Coated, sealed, waterproofed and performed masonry repairs on the exterior of the Oncology Building.
   Dates of Service: 6/2021 - 7/2021

2. Name of Company: City of Daytona
   Address: 301 S Ridgewood Avenue
   Point of Contact: Joe Paul
   Phone #: 386-671-8743 Email address: pauljoe@codb.us
   Service(s) Provided: Waterproofed, coated and repaired the city's Peabody Auditorium. Have contract with city for additional work until 7/2025.
   Dates of Service: 7/2021

3. Name of Company: City of St Augustine
   Address: 75 King Street St Augustine FL 32085
   Point of Contact: Marcus Pinson
   Phone #: 904-823-2204 Email address: mpinson@citystaug.com
   Service(s) Provided: Water Treatment Plant Service that included hydro-blasting, industrial painting, coating and cleaning of the water clarifiers, storage tanks, chemical holding tanks, water tanks and metal structures.
   Dates of Service: 2017-2018

4. Name of Company: City of Lakeland
   Address: 900 East Rose Street Lakeland FL 33801
   Point of Contact: Chris Kelsey
   Phone #: 863-450-8430 Email address: christopher.kelsey@lakelandgov.net
   Service(s) Provided: Waterproofing and tuckpointing 2 buildings in their city. Mortar joints, cleaning, recoating, performing flashing, Wet-Seal repairs.
   Dates of Service: 6/2020 - 8/2020

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

by Lorraine Matarazzo, Chief Administrative Officer
(Print Individual's Name and Title)
for Fleetwash Inc dba Krystal Klean
(Print Name of Entity Submitting Sworn Statement)
whose business is located at 13679 Atlantic Blvd Jacksonville FL 32225

and (if applicable) its Federal Employer Identification Number (FEIN) is 22-2867084

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 28 day of July 2021

Personally known Lorraine Mytarazzo Lisa Lundberg
(Notary)

OR produced identification _____ Notary Public State of New Jersey

_____ My commission expires: _____
(Type of Identification)

LISA LUNDBERG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/7/2025

LISA LUNDBERG NOTARY PUBLIC NEW JERSEY

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

Address: _____

_____

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

Taxpayer Identification Number (TIN): _____

CORPORATION
Fleetwash Inc d.b.a. Krystal Klean

By: _____ / Lorraine Matarazzo
(Signature) **(Print name)**

Address: Local: 13679 Atlantic Blvd Jacksonville FL 32225

Remittance: PO BOX 51289 Jacksonville Beach FL 32240

Corporate: 26 Law Drive Suite E Fairfield NJ 07004

Telephone: (904) 220-3337 **Fax:** (866) 295-9274

Taxpayer Identification Number (TIN/EIN): 22-2867084

State Under Which Corporation Was Chartered:
New Jersey

Corporate President: Anthony DiGiovanni, CEO
(Print Name)

Controller
~~**Corporate Secretary:**~~ Brian E. Porter, Controller
(Print Name)

Corporate Treasurer: Robert MacDonald, CFO
(Print Name)

CORPORATE SEAL

Attest By: Brian E Porter
~~**Secretary**~~ controller

Signature: Brian E Porter **Date:** 7/28/2021

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 22-2867084

Firm Name: Fleetwash Inc dba Krystal Klean

Mailing Address: PO BOX 51289 Jacksonville Beach FL 32240

Telephone No.: 904-220-3337 Fax No.: 866-295-9274

Email Address: Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284 Web Address: www.krystalklean.com

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

Firm Name: SAME AS ABOVE

Remittance Address: _____

_____

_____

Submitted by: Cori Roberts

Name & Title Printed: Cori Roberts / Contracts Administrator

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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.

Fleetwash, Inc.

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

dba Krystal Klean

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.

PO Box 51289

6 City, state, and ZIP code

Jacksonville Beach, FL 32240

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	2	–	2	8	6	7	0	8	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Brian E Porter Date ▶ 7/19/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: 8/11/2021

TO: The City of Holly Hill, Florida

FROM: Fleetwash Inc d.b.a. Krystal Klean

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

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

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 35,145.00

Price in Letters: Thirty five thousand one hundred and forty five dollars and no cents

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

Authorized Signature

Lorraine Matarazzo, Chief Administrative Officer

Printed Name & Title

Fleetwash Inc dba Krystal Klean

Company

7/28/2021

Date

Local: 13679 Atlantic Blvd Jacksonville FL 32225
Remittance: PO BOX 51289 Jacksonville Beach FL 32240
Corporate: 26 Law Drive Suite E Fairfield NJ 07004

Address

See above.

City, State, Zip Code

904-220-3337

Telephone No.

Ryan Lowe - rlowe@krystalklean.com / 904-309-3877
Jeremy Morgan - jmorgan@krystalklean.com / 904-838-8003
Cori Roberts - cori@krystalklean.com / 904-476-4284

Email Address.

Attachment: RFP 21-WA-01 Fleetwash Krystal Klean (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Contact Information:
Lyle Cummings
1932 N. Goldenrod Rd.
Orlando, FL 32807
(407) 658-5700
Fax (407) 658-5788

Request for Proposal 21-WA-01
Title: Water Plant Lime Silo Exterior Refurbishment

Attention: Joseph A. Forte
City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117

Due Date & Time: Wednesday, August 11, 2021 at 10:00 AM Local Time.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Table of Contents

Cover……Page 1
Table of Contents……Page 2
Tab 1 Management Summary / Cover Letter……Page 3
Tab 2 Corporate Experience and Capacity……Pages 4 – 8
Tab 3 Customer Listing……Page 9 – 12
Tab 4 Acceptance of Conditions. ……Page 13
Tab 5 Documents……Page 14 – 18
Tab 6 Required Form Submittals……Pages 19 – 38
Tab 7 Price Proposal Form……Page 39

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Management Summary / Cover Letter

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

August 11, 2021
Reference: RFP 21-WA-01, Water Plant Lime Silo Exterior Refurbishment
Attention: Joseph A. Forte,

Hotspray Industrial Coatings, Inc. is pleased to provide our qualification information in response to the Water Plant Lime Silo Exterior Refurbishment Request for Proposal.

Hotspray is an Industrial, Commercial and Specialty Coatings company based out of Orlando, Florida. We have been in business since 1996 and I, Lyle Cummings am President of Hotspray. We install coatings that strive to eliminate maintenance issues, prevent corrosion, and improve safety, while using environmentally friendly product materials and application systems. We specialize in Polyurea Coatings, MMA & Broadcast Flooring, Media Blasting, Urethane Concrete, Commercial Painting, Industrial Painting and many other coating systems. We provide proper surface preparation to make sure you have the best coating application possible!

We are currently working direct for: Disney, Universal Studios, SeaWorld, Amentum Services and SpaceX.
We are currently working with General Contractors to complete work for: NASA, Blue Origin, Florida Air National Guard, United States Air Force, Brevard County, Brevard County Schools, and JEA Electric Utility Company.

We appreciate this opportunity, and we are looking forward to working with the City of Holly Hill for all your coating needs!
If you should have any questions regarding our proposal, please do not hesitate to contact me.

Thank You,

Lyle Cummings

President
Hotspray Industrial Coatings, Inc.
Office: (407) 658-5700
Cell: (407) 468-2605
Fax: (407) 658-5788
Lyle@Hotspray.com
www.Hotspray.com

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Corporate Experience and Capacity

Hotspray Industrial Coatings, Incorporated is a small business with 25 years of service and Lyle Cummings is the owner.

Location of Hotspray's office from which the work on the Water Plant Lime Silo Exterior Refurbishment project is to be performed: 1932 N. Goldenrod Dr., Orlando, FL 32807

At Hotspray Industrial Coatings, Inc. every member of our installation staff is trained on how to properly prepare a surface prior to coating. They are trained to use the tools and equipment necessary to achieve a professional coating application. Our installers complete manufacturer's training classes for specific materials and application processes when needed. Hotspray employees are OSHA 10 compliant, they are trained and certified in fall protection, scaffold erection and mobile lift operation to list a few. They are all required complete physical examinations and are fit tested to wear a breathing respirator. Hotspray shall adhere to all applicable OSHA standards while performing our work.
Several of our team leaders have completed the 40-hour Lead Awareness for Supervisor course and our entire field staff is certified in Lead Awareness as well as Hazardous Communication training.

Key Individuals:

Name: Lyle Cummings
Services Provided: President of Hotspray Industrial Coatings, Inc. / Project Manager
Phone: (407) 468-2605
Company: Hotspray Industrial Coatings, Inc.
Central Florida Line-x was started by Lyle Cummings in 1996. In January of 2000, the business name was changed to Hotspray Industrial Coatings, Inc. This change was needed for expansion, to accommodate the requests of our rapidly growing client list. Lyle is the president of Hotspray Industrial Coatings, Inc. Due to his extensive training and certifications in the coatings business Hotspray has the honor of doing long term business with customers such as The Walt Disney World Company, Sea World, Universal Orlando, Patrick Air Force Base, Cape Canaveral Air Force Station, Kennedy Space Center, NASA, SpaceX and many more. Hotspray has performed thousands of successful coating applications, not only in Florida but in many states across the US.

Licenses/Accreditations:

- NACE Coating Inspector (National Association of Corrosion Engineers)
- NACE Level I, NACE Level II, NACE Level III (completed in 2007)

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

- Completion of SSPC Successful Coating & Lining of Concrete
- Versaflex – Various Polyurea and Spray Application training courses (2000-2009)
- Crown Polymers Class – Coating Concrete & Broadcast Flooring
- Duron- Various Classes & Broadcast Flooring
- Sherwin Williams Co. – Various Coating & Product Knowledge Classes (2001- current)
- Coastal Construction Products - Various Coating & Product Knowledge Classes
- Dur-A-Flex Certified Installer
- OSHA Safety Training
- OSHA Lead Awareness Training
- Lead Paint Abatement
- PCB Hazard Communication Training
- ESOH Training Network
- Confined Space
- DOT Hazmat Regulations
- Swing Stage
- Scaffolding
- High Reach/Forklift
- Fall Protection
- Sandblasting
- First Aid

Special Interest:

- Served as a member of the Polyurea Development Association (PDA) Board of Directors for the years of 2001-2003 and Member of the PDA in the years following the time served on the Board.
- Member of the International Association of Amusement Parks & Attractions (IAAPA)
- Served as a Product Development Consultant/test applicator for Bayer Material Science.
- Member of Florida Airports Council (FAC)

Key Individuals:

Name: Rick Rahrle
Phone: (407) 398-5620
Services Provided: Estimator / Supervisor
Company: Hotspray Industrial Coatings, Inc.
2010 - Present

Licenses/Accreditations:

- NACE Certified Coating Inspector – Level 3
- 40 Hour LEAD Supervisor Course
- LEAD Awareness
- Lift Training/Operations

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

- PCB Haz Comm Training
- OSHA 10 Hour Certified
- Safety Certified for Rigging & Suspended Scaffolding
- Years in the Coatings Business: 38+

Previous Employers:

- HIS Painting, Inc., Titusville, FL 1992-2010

Key Individuals:

Name: Gerald Bjorgo
Phone: (321) 662-2424
Services Provided: Project Foreman
Company: Hotspray Industrial Coatings, Inc.
2013 - Present
Licenses/Accreditations:

- 40 Hour LEAD Supervisor Course
- 40 Hour LEAD Renovations Course
- LEAD Awareness
- Lift Training/Operations
- PCB Haz Comm Training
- OSHA 10 & 40 Hour Certified
- Safety Certified for Rigging & Suspended Scaffolding
- Years in the Coatings Business: 37+

Previous Employers:

- Mathews Painting, Pasco, WA 2012-2013
- Dunkin & Bush, Inc., Seattle, WA 2011-2012
- HIS Painting, Inc., Titusville, FL 2006-2011

Key Individuals:

Name: Larry Towsley
Services Provided: Estimator / Safety Supervisor
Phone: (321) 205-4391
Company: Hotspray Industrial Coatings, Inc.
2018 - Present
Licenses/Accreditations:

- OSHA 10 & 30 Hour Certified
- 27 Years in Construction, 3 Years in Coatings

Previous Employers:

- Canaveral Construction Company, Inc., Mims, FL 1998 – 2017

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Hotspray Industrial Coatings currently has twenty-eight (28) full-time employees.

Personnel by Skill Group

Project Managers: 2
Project Supervisors: 2
Job Foreman: 2
Estimating / Purchasing / Safety Supervisor: 1
Accounting: 1
Office Administrator: 1
Shop Supervisor: 1
Mechanic: 1
Skilled Labor: 17

Vehicle, Equipment and Other Resources:

Hotspray's Project Managers and Supervisors are equipped with a company-provided vehicle, iPad, and cell phone.

Our office and lay-down yard total over 35,000 square feet located at 1932 N. Goldenrod Rd., Orlando, FL 32807.

The office has a fully networked computer system with high-speed internet.

Our lay-down yard has blasting facilities, coating facilities, machine shop, repair shop and storage buildings.

Hotspray Equipment: *(not all inclusive)*

- Eleven (11) Company Vehicles
- Fourteen (14) Equipment Trailers
- Blastrac Media Blasting Equipment
- Two (2) 40K PSI Pressure Washers
- Two (2) Scissor Lifts
- Two (2) Forklifts
- Polyurea Equipment
- Spray Foam Equipment
- Bobcat
- Two (2) Graco H-XP2
- Graco XP70
- Four (4) Clemco Blast Pots
- Graco Hydramax 350
- Sponge Jet Equipment

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Hotspray anticipates the following Services will need to be performed to complete the Tasks given:

Part Time: Hotspray Company Liaison / Project Manager – Gerald Bjorgo

- Communicate with City of Holly Hill.
- Manage completion of project.

Part Time: Submittals / Purchasing - Larry Towsley

- Submittals and materials orders
- Rental equipment for the project.

Full Time: On-Site Day to Day Interface - Field Supervisor

- Owner representative coordination.
- Direct Job Foreman and Skilled Labor.
- Maintain Safety Records and Submittals on-site.

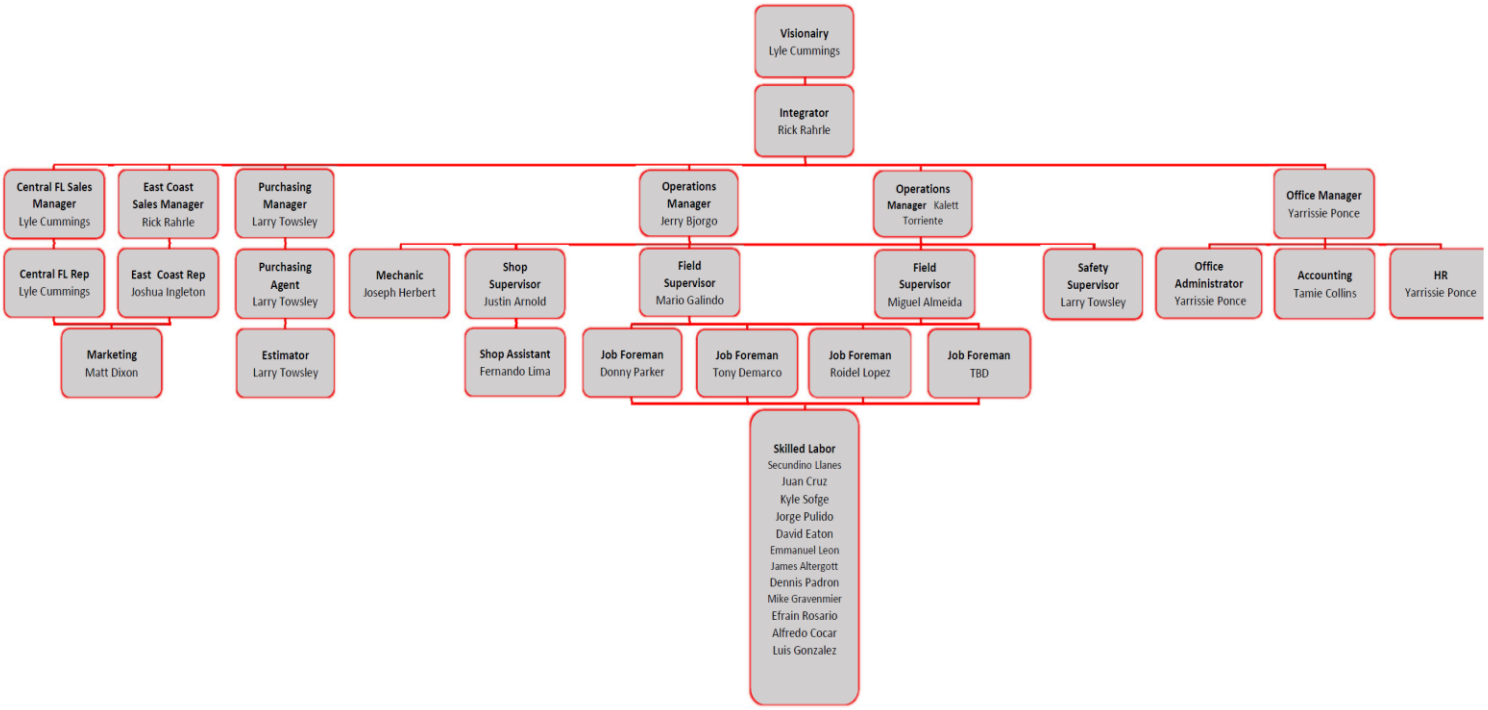
Full Time: Skilled Labor

- Completion of all On-Site work.
- Maintain Safety per OSHA requirements.

Part Time: Safety Supervisor - Larry Towsley

- Conduct weekly on-site safety meetings.
- Track employee training.

Hotspray Accountability Chart:



Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Customer Listing

To show our ability to perform work on this contract, we are providing 3 reference Clients; Canaveral Construction Company, Heard Construction and SpaceX. We are listing the projects they awarded to Hotspray within the last two years. We list the services provided for all work during this period and provide a chart listing the individual Task Orders, Performance Period and Total Annual Amount of these Contracts.

The reference Clients did not have to award this work to Hotspray, they chose to do so based upon our work history, competitive pricing and ability to perform the work professionally and on time.

We believe this work demonstrates our experience and drive to succeed in completing the Water Plant Lime Silo Exterior Refurbishment project for the City of Holly Hill.

Client #1:

Canaveral Construction Company, Inc.
3475 N. US Highway 1
Mims, FL 32754
Phone# (321) 269-4011
Fax# (321) 269-5905
Email: David@CanaveralConstruction.Com

Services provided:

Painting building interior and exterior, Epoxy Floor Coating, Caulking, Crack repair, Concrete spall repair, Steel Corrosion Control, Sand/Water Blasting, Structural Steel Painting, Pressure Washing.

Performance Period:

04-16-2019 through 12-11-2020

Total annual amount of Contracts:

2019 - $439,720.00
2020 - $458,065.00

Contracts:

Canaveral Construction Company, Inc. 2019 - 2020		
Date:	**Project Name:**	**Amount:**
04/16/2019	Carillon Elementary School: Painting	24,131.00
05/31/2019	CDF Storage Building, Cocoa: Painting	3,135.00
06/03/2019	Endeavour Elem HVAC Upgrades: Epoxy Floor	53,107.50
06/20/2019	FIT Evans Hall Remodel: Painting/Crack Repair/Caulking	130,950.00
06/25/2019	Jefferson MS Kitchen Reno: Painting/Caulking	31,013.70
07/12/2019	Southwest MS Courtyard Canopy: Sand/Water Blast steel, paint steel	17,428.50
07/16/2019	Titusville Health Dept: Interior Painting	113,235.00
07/19/2019	Lake Mary Grand Stands: Concrete spall repair/Steel corrosion control	9,975.00
07/20/2019	Quest ES: Interior & Exterior Painting, Steel corrosion control	13,222.30
07/24/2019	University Park ES: Remove & Replace Exterior Caulking	17,142.00
09/11/2019	VA Viera: Painting	35,160.00
01/02/2020	Westshore ES: Painting	9,235.00
08/13/2020	Manatee ES: Pressure Wash Roofs	5,690.00
09/04/2020	Blue Origin Roll Up Door: Corrosion Control, Paint	1,800.00
10/20/2020	BFF, KSC: Painting Exterior	420,315.00
10/22/2020	Lake Mary HS Cooling Tower Piping: Corrosion Control, Paint	10,650.00
12/11/2020	Store Fronts- Jason Radle	1,595.00
	Total:	$ 897,785.00

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Client #2:

Heard Construction, Inc.
95 E. Hall Rd.
Merritt Island, FL 32953
Phone# (321) 452-5494
Fax# (321) 452-6946
Email: Sheard@HeardConstruction.Com

Services provided:

Painting building interior and exterior, Epoxy Floor Coating, Caulking, Steel Corrosion Control, Structural Steel Painting, Staining, Minor Carpentry.

Performance Period:

07/26/2019 through 12/29/2020

Total annual amount of Contracts:

2019 - $76,865.00
2020 - $261,920.00

Contracts:

Heard Construction, Inc. 2019 - 2020

Date:	Project Name:	Amount:
07/26/2019	Eau Gallie HS Building 14: Painting, caulking	18,755.00
07/26/2019	Narcoossee MS Serving Line Renovation: Painting	16,380.00
07/30/2019	Eau Gallie HS Aviation Lab Floor: Seal floors, Epoxy Coat floors, Painting	5,195.00
09/27/2019	Eau Gallie HS Kitchen Renovation: Painting	2,385.00
10/23/2019	UCF Trellis Building 95: Replace 2x6 trellis members, Stain	34,150.00
03/31/2020	FL Dept Juvenile Justice Bartow AHU Replacement: Paint steel doors/frames	9,750.00
04/27/2020	FL Dept Juvenile Justice Avon Park: Building Interior & Exterior Painting	112,185.00
05/28/2020	Brevard Public Schools N Area Transportation Fac: Paint Exterior Metal buildings	48,400.00
05/29/2020	BPS Clearlake Advanced Mfgr Lab Addition: Paint steel PEMB, interior Paint, caulk	30,015.00
05/29/2020	BPS Bayside Elevated Walkway Repair: Corrossion control & Paint structural steel	58,670.00
12/29/2020	Merritt Island High School: Prep and Paint steel doors/frames	2,900.00
	Total:	$ 338,785.00

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Client #3:

Space Exploration Technologies Corp.
620 Magellan Rd.
Cape Canaveral, FL 32920
Phone# 321-301-0773
Fax# N/A
Email: Richard.Quinif@SpaceX.com

Services provided:

Painting building interior and exterior, Epoxy Floor Coating, Caulking, Steel Corrosion Control, Sand/Water Blasting, Structural Steel Painting, Pressure Washing, Lead Removal, Scaffold Erection, Tank Coatings, Ship Coatings, Hangar Door Coating, Closed Cell Spray Foam Installation, Polyurea Spray Coating.

Performance Period:

04/19/2019 through 02/12/2021

Total annual amount of Contracts:

2019 - $695,009.00
2020 - $1,294,099.00

Contracts:

Date:	SpaceX Project Name:	Amount:
04/19/2019	Pad 39A, KSC: Pressure washing, corrosion control, steel coating	29,715.00
04/19/2019	Sea Vans: Corrosion control, steel coating	53,025.00
04/26/2019	Launch Complex 40: Corrosion Control, Painting	4,800.00
05/28/2019	Area 59 Rehab: Corrosion Control, Painting	28,600.00
05/31/2019	Mast Poles: Corrosion Control, Painting	4,600.00
05/31/2019	Rolling Ring: Corrosion Control, Painting	6,370.00
06/21/2019	Steel Racks: Corrosion Control, Painting	1,700.00
08/12/2019	Scaffolding: Media Blast & Painting	3,690.00
08/16/2019	Steel Plates: Water blast plates	5,910.00
08/16/2019	Pad 39A Tank, Stairs: Corrosion Control, Painting	18,877.00
09/23/2019	LC 40 Triple H Farm: Corrosion Control, Painting	8,925.00
09/23/2019	Roberts Road: Painting	6,245.00
10/02/2019	LC 40 Pad Corrosion: Corrosion Control, Painting	137,382.00
10/24/2019	Rocket Stand/Ringwall: Corrosion Control, Painting	19,350.00
10/30/2019	Egress Basket Pad 39A: Corrosion Control, Painting	9,385.00

Continued on Next Page

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

11/06/2019	Hanger M, CCAFS: Lead Removal, Media Blasting, Corrosion Control, Painting Interior & Exterior	310,410.00
11/20/2019	Rocket Stands: Corrosion Control, Painting	46,025.00
01/02/2020	Pad 39A Swing Arm: Corrosion Control, Touch-Up Painting	55,430.00
02/13/2020	Build Scaffolding	7,945.00
02/18/2020	Just Read the Instructions Ship: Corrosion Control, Painting	7,845.00
02/25/2020	Pad 39A Blast 8 Locations: Media Blasting	24,000.00
03/05/2020	LLCC: Corrosion Control, Painting	33,685.00
03/05/2020	Cidco: Media Blasting	16,200.00
03/05/2020	Octograbber Bardge: Media Blasting, Corrosion Control, Painting	53,740.00
03/12/2020	AHU at Area 59: Corrosion Control, Painting	12,830.00
04/03/2020	LC 40 Secondary Containment & Tanks: Media Blasting, Steel Coatings	148,780.00
04/03/2020	Misc. Supports: Media Blast, Painting	9,725.00
05/12/2020	Pad 39A Building J8-1659A: Painting	6,875.00
05/12/2020	Pad 39A Crew Arm & Tower Touch-Up Painting	10,910.00
05/12/2020	Just Read the Instructions Ship Thruster Mounts: Media Blasting, Painting	90,470.00
05/12/2020	Landing Area Drone Ship: Re-Paint	5,785.00
06/12/2020	Landing Area Drone Ship: Re-Paint	5,785.00
06/13/2020	Blast 8 Locations: Media Blasting	47,009.00
06/22/2020	Landing Area Drone Ship: Re-Paint	5,785.00
06/26/2020	Landing Area Drone Ship: Re-Paint	5,785.00
06/26/2020	Hanger M Rolling Door: Media Blast, Coating Steel Hangar Doors	122,220.00
06/26/2020	PO1322043-Prep and Paint Exterior of Gensets	38,655.00
07/13/2020	Painting Landing Area Drone Ship	5,785.00
07/20/2020	PO#1171222 revision- Paint Rolling Door and Tracks to change color	13,730.00
07/20/2020	Clean and Install Tremco Dymonic 100 caulking to all joints	4,280.00
07/21/2020	Miscellaneous Blast & Paint	8,400.00
07/31/2020	Painting the landing burn area of JRTI	5,785.00
08/11/2020	Rapair Floor Coating: Epoxy Floor Coating	12,500.00
08/11/2020	Paint Sea Van Roofs	22,620.00
08/18/2020	PO#1356194-Painting the Landing burn area of OCISLY after starlink 9	5,785.00
08/18/2020	PO#1356194-Magellan Crack Repair	4,200.00
08/20/2020	PO#1367136-Drone Ship Landing Areas: Re-Painting	5,785.00
08/21/2020	PO#1356194-Blast & Paint Bits	4,160.00
08/21/2020	PO#1356194-Marmac 303 Deck Wings: Prep and Paint Wings	27,850.00
08/31/2020	PO#1361777-Prep and paint the Exterior of Gensets	38,655.00
08/31/2020	PO#1367999-OCISLY: Prep and Paint Wings	27,850.00
09/08/2020	PO#1315980-LC 40 28,000 Gl Liquid Oxygen Tank: Corrosion Control, Paint Tank Exterior	85,410.00
09/15/2020	PO#1315980-5 Tank Stands: Media Blasting, Painting	14,750.00
09/15/2020	PO#1315980-Painting the landing burn area of OCISLY after starlink 11	5,785.00
10/14/2020	PO#1403166-Drone Ship Landing Area #10-OCISLY Deck Burn Area: Re-Painting	5,785.00
10/15/2020	PO#1363585-Pad 39A Roof: Demo Roof, Install Closed Cell Foam, Spray Polyurea Coating	17,095.00
10/15/2020	PO#1373517-Thruster Base: Media Blast, Painting	10,830.00
11/06/2020	PO#1414248-Drone Ship Landing Area #11: Painting	5,785.00
11/16/2020	Drone Ship Landing #12: Painting	5,785.00
11/30/2020	Hanger M North Side: Painting, Caulking Exterior Wall	35,600.00
12/07/2020	Drone Ship Landing Area #13: Painting	5,785.00
12/24/2020	PO#1436100 OCISLY Inside Wings (5 day Work Windows): Corrosion Control, Painting	56,600.00
12/29/2020	JTRI Control Room Miscellaneous Painting	5,790.00
12/29/2020	Of Course I Still Love You: Corrosion Control, Painting	27,250.00
01/08/2021	Pressure Wash Landing Area	8,410.00
01/08/2021	OCISLY Miscellaneous Painting	34,620.00
01/11/2021	Coat Truck Cab: Media Blasting, Painting	3,650.00
02/03/2021	Hangar AO, CCAFS: Paint & Caulk West Side	67,725.00
02/12/2021	Pull Test	600.00
	Total:	$1,989,108.00

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Acceptance of Conditions

Hotspray Industrial Coatings, Inc. does not have any exceptions to the general terms and conditions of the RFP, or to insurance requirements or any other requirements listed in the RFP.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Documents

State of Florida
Department of State

I certify from the records of this office that HOTSPRAY INDUSTRIAL COATINGS, INC. is a corporation organized under the laws of the State of Florida, filed on January 3, 2000.

The document number of this corporation is P00000002573.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 28, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of February, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0552278729CU

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

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

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 28, 2021
Secretary of State
7922756413CC

DOCUMENT# P00000002573

Entity Name: HOTSPRAY INDUSTRIAL COATINGS, INC.

Current Principal Place of Business:

1932 NORTH GOLDENROD ROAD
ORLANDO, FL 32807

Current Mailing Address:

1932 NORTH GOLDENROD ROAD
ORLANDO, FL 32807 US

FEI Number: 59-3617388

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CUMMINGS, LYLE E
1932 NORTH GOLDENROD ROAD
ORLANDO, FL 32807 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ 2/25/21
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	CUMMINGS, LYLE
Address	1932 NORTH GOLDENROD ROAD
City-State-Zip:	ORLANDO FL 32807

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LYLE CUMMINGS PRESIDENT 01/28/2021
Electronic Signature of Signing Officer/Director Detail — Date

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2020 **EXPIRES** **9/30/2021** 1816-0010887

1816 PAINTING $50.00 25 EMPLOYEES

TOTAL TAX $50.00
PREVIOUSLY PAID $50.00
TOTAL DUE $0.00

CUMMINGS LYLE

HOTSPRAY INDUSTRIAL COATINGS INC
CUMMINGS LYLE
1932 N GOLDENROD RD
ORLANDO FL 32807

1932 N GOLDENROD RD
U - ORLANDO, 32807

PAID: $50.00 0098-00931044 7/1/2020

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES** **9/30/2021** 1816-0010887

1816 PAINTING $50.00 25 EMPLOYEES

TOTAL TAX $50.00
PREVIOUSLY PAID $50.00
TOTAL DUE $0.00

CUMMINGS LYLE

HOTSPRAY INDUSTRIAL COATINGS INC
CUMMINGS LYLE
1932 N GOLDENROD RD
ORLANDO FL 32807

1932 N GOLDENROD RD
U - ORLANDO, 32807

PAID: $50.00 0098-00931044 7/1/2020

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REGIONS

To Whom it May Concern,

I am writing this letter to inform you on the Financial Information of HotSpray Industrial Coatings Inc. Lyle is the president and owner of Hotspray Industrial Coatings Inc.

The accounts are as follows:

Routing # 063104668 / Account # xxxxxx0965
Current Balance: $161,148.85

Routing #063104668 / Account #xxxxxx8817
Current Balance: $225,881.55

Routing# 063104668 / Account # xxxxxx0973
12-Month Average: $3,932.16

Routing# 063104668 / Account # xxxxxx8517
12-Month Average: $50,075.50

Regions Bank
University Blvd Office
Winter Park, FL

FEB 2 6 2021

00319

Small Business LOC: Paid in full with a revolving limit of $100,000
We have also provided two commercial loans. Both have excellent payment history and are both paid in full. If you have any other questions or concerns, please feel free to reach out.

Best Regards,

Julia Lanier, Financial Relationship Sr. Consultant- Team Lead, University- Winter Park

7562 University Blvd | Winter Park, FL 32792

☎: **407-379-0920** 🖷: **407.678.1419** ✉: **Julia.lanier@regions.com**

Banker ID# C457A | NMLS# 1200547

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

United States Environmental Protection Agency

This is to certify that

Hotspray Industrial Coatings, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 12, 2024

NAT-F118022-2
Certification #

January 29, 2019
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

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

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

[X] The standard contract/ agreement has been signed and included.

[X] All applicable forms have been signed and included

[X] All information as requested in the Proposer's Qualification Form is included.

[X] Any addenda have been signed and included.

[X] The mailing envelope has been addressed to:

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

[X] The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".

[X] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Hotspray Industrial Coatings, Inc.	1932 N. Goldenrod Rd.
Company	Address
Authorized Signature	Orlando, FL 32807
	City, State, Zip Code
Lyle Cummings, President	407-658-5700
Printed Name & Title	Telephone No.
Lyle@Hotspray.com	407-658-5788
Email	Fax No.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this 11th day of August, 2021, by and between Hotspray Industrial Coatings, Inc., duly authorized to conduct business in the State of Florida and whose address is 1932 N. Goldenrod Rd., Orlando, FL, 32807, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
Lyle Cummings, President (Name, Title)
Hotspray Industrial Coatings, Inc. (Company)
1932 N. Goldenrod Rd (Address)
Orlando, FL 32807 (City, State, Zip)
407-658-5700 (Phone)

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

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

FIRMS:
By: _____
Lyle Cummings, President

Dated: 8/11/21

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CONFLICT OF INTEREST AFFIDAVIT

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

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

Hotspray Industrial Coatings, Inc.	1932 N. Goldenrod Rd.
Company	Address
Authorized Signature	Orlando, FL 32807
	City, State, Zip Code
Lyle Cummings, President	407-658-5700
Printed Name & Title	Telephone No.
Lyle@Hotspray.com	407-658-5788
Email	Fax No.

State of Florida)
City of Orange)

SUBSCRIBED AND SWORN to before me this 10 day of August, 2021, by Lyle E Cummings, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: FDL.

Notary Public

DORITZA AYALA
MY COMMISSION # 275149
EXPIRES: November 8, 2022

My Commission Expires: November 8, 2022

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
70%	Aqua Crystal Lagoon Sarasota	$ 193,800.00
5%	High Pressure Gas Facility, KSC	$ 136,887.00
20%	Mirada Lagoon, San Antonio	$ 727,416.00

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

Weather Tower Replace Guy Wires and Paint Tower, KSC

Fish & Wildlife Design Build Renovation, KSC

Repair High Bay Seams, MPPF, KSC

OTHER INFORMATION ABOUT PROJECTS:

Hotspray Industrial Coatings, Inc. bids and performs work to various owners from private to federal.

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 0 Total Fees for work done on all City projects

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES:
Bank(s) Maintaining Account(s): Regions Bank

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

[X] Corporation/Years in Business: 25. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

[ ] Partnership/Years in Business: _____ Sole Proprietorship/Years in Business:

[ ] Other: Please list: _____ _____

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

Hotspray Industrial Coatings, Inc.
Company

Authorized Signature

1932 N. Goldenrod Rd.
Address

Orlando, FL 32807
City, State, Zip Code

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 6th day of August, 2021 in the City of Holly Hill, in the State of Florida.

Hotspray Industrial Coatings, Inc.
Company

Authorized Signature

1932 N. Goldenrod Rd.
Address

Orlando, FL 32807
City, State, Zip Code

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21**-WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

= =

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Hotspray Industrial Coatings, Inc.
Company

[signature]
Authorized Signature

Lyle Cummings, President
Printed Name & Title

Lyle@Hotspray.com
Email

1932 N. Goldenrod Rd.
Address

Orlando, FL 32807
City, State, Zip Code

407-658-5700
Telephone No.

407-658-5788
Fax No.

Roberts Insurance Agency of Florida, LLC
Insurance Agency

Ryan Roberts
Signature of Proposer's Agent

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

Hotspray Industrial Coatings, Inc.
Company

Authorized Signature

Lyle Cummings, President
Printed Name & Title

Lyle@Hotspray.com
Email

1932 N. Goldenrod Rd.
Address

Orlando, FL 32807
City, State, Zip Code

407-658-5700
Telephone No.

407-658-5788
Fax No.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Lyle Cummings, President, being first duly sworn, deposes and says that:

He/she is President of Hotspray Industrial Coatings, Inc., Proposer that has submitted the attached Qualification;

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

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

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

Hotspray Industrial Coatings, Inc. Company	1932 N. Goldenrod Rd. Address
 Authorized Signature	Orlando, FL 32807 City, State, Zip Code
Lyle Cummings, President Printed Name & Title	407-658-5700 Telephone No.
Lyle@Hotspray.com Email	407-658-5788 Fax No.

Subscribed and sworn to before me this 10 day of 8, 2021.

Lyle E Cummings

President
Title

My Commission Expires: November 8 2022

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

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

From : Insert Information Hotspray Industrial Coatings, Inc.
"Contractor" 1932 N. Goldenrod Rd.
Orlando, FL 32807

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 11th **day of** August **(Month)**, 2021 **(Year)**

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

Address: _____

_____

_____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Lyle Cummings, President
(Signature) **(Print name)**

Address: 1932 N. Goldenrod Rd.
Orlando, FL 32807

Telephone: (407) 658-5700 **Fax:** (407) 658-5788

Taxpayer Identification Number (TIN/EIN): 59-3617388

State Under Which Corporation Was Chartered:
Florida

Corporate President: Lyle Cummings
(Print Name)

Corporate Secretary: Lyle Cummings
(Print Name)

Corporate Treasurer: Lyle Cummings
(Print Name)

CORPORATE SEAL

Attest By: Lyle Cummings
Secretary

Signature: _____ **Date:** 08/06/2021

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: Hotspray Industrial Coatings, Inc.

Authorized representative (printed): Lyle Cummings, President

Authorized representative (signature): _____

Project Number: **21-WA-01** Date: 08/06/2021

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES FORM

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

1. Name of Company: Canaveral Construction Company, Inc.

   Address: 3475 N. US Highway 1, Mims, FL 32754

   Point of Contact: David Nash

   Phone #: 321-269-4011 Email address: David@CanaveralConstruction.com

   Service(s) Provided: Painting building interior and exterior, Epoxy Floor Coating, Caulking, Crack repair, Concrete spall repair, Steel Corrosion Control, Sand/Water Blasting, Structural Steel Painting, Pressure Washing.

   Dates of Service: 2011 - Present

2. Name of Company: Heard Construction, Inc.

   Address: 95 E. Hall Rd., Merritt Island, FL 32953

   Point of Contact: Sam Heard

   Phone #: 321-452-5494 Email address: SHeard@HeardConstruction.com

   Service(s) Provided: Painting building interior and exterior, Epoxy Floor Coating, Caulking, Steel Corrosion Control, Structural Steel Painting, Staining, Minor Carpentry.

   Dates of Service: 2014 - Present

3. Name of Company: Space Exploration Technologies Corp.

   Address: 620 Magellan Rd., Cape Canaveral, FL 32920

   Point of Contact: Richard Quinif

   Phone #: 321-301-0773 Email address: Richar.Quinif@SpaceX.com

   Service(s) Provided: Painting building interior and exterior, Epoxy Floor Coating, Caulking, Steel Corrosion Cont Sand/Water Blasting, Structural Steel Painting, Pressure Washing, Lead Removal, Scaffold Erection, Tank Coating Ship Coatings, Hangar Door Coating, Closed Cell Spray Foam Installation, Polyurea Spray Coating.

   Dates of Service: 2016 - Present

4. Name of Company: Sea World of Florida

   Address: 7007 Sea Harbor Dr., Orlando, FL 32821

   Point of Contact: Michael Martin

   Phone #: 407-226-2590 Email address: Mike.Martin@seaworld.com

   Service(s) Provided: Tank Coatings, Pool Coatings

   Dates of Service: 2016 - Present

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

by Lyle Cummings, President
(Print Individual's Name and Title)
for Hotspray Industrial Coatings, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 1932 N. Goldenrod Rd., Orlando, FL 32807

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3617388

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 10 day of August, 2021.

Personally known _____

_____
(Notary)

OR produced identification X

Notary Public State of Florida

FIDL
(Type of Identification)

My commission expires: November 8, 2022

DORITZA AYALA
MY COMMISSION # 275149
EXPIRES: November 8, 2022

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

VENDOR INFORMATION

Vendor is:
(x) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-3617388

Firm Name: Hotspray Industrial Coatings, Inc.

Mailing Address: 1932 N. Goldenrod Rd., Orlando, FL 32807

Telephone No.: 407-658-5700 Fax No.: 407-658-5788

Email Address: Lyle@Hotspray.com Web Address: www.Hotspray.com

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: Hotspray Industrial Coatings, Inc.

Name & Title Printed: Lyle Cummings, President

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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.

Hotspray Industrial Coatings, 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.

1932 N Goldenrod Road

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32807

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	–	3	6	1	7	3	8	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WA-01 for the Water Plant Lime Silo Refurbishment project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Name: Larry Towsley, Estimator

Date: 08/06/2021

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: 08/11/2021

TO: The City of Holly Hill, Florida

FROM: Hotspray Industrial Coatings, Inc.

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

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

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 42,184.00

Price in Letters: FOURTY TWO THOUSAND ONE HUNDRED EIGHTY FOUR DOLLARS

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

Authorized Signature	1932 N. Goldenrod Rd. Address
Lyle Cummings, President Printed Name & Title	Orlando, FL 32807 City, State, Zip Code
Hotspray Industrial Coatings, Inc. Company	407-658-5700 Telephone No.
08/06/2021 Date	Lyle@Hotspray.com Email Address.

Attachment: RFP 21-WA-01 Hotspray Proposal (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

COPY

EST. 2016 FLA, USA

CITRUS SANDBLAST

ABRASIVE BLASTING AND COATINGS

BID NO.: 21-WA-01

BID TITLE: Water Plant Lime Silo Exterior

DUE DATE/TIME: August 11, 2021; 10:00am

DELIVER TO:

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

SUBMITTED BY:

Citrus Sandblast LLC
265 N Ivey Ln
Orlando, FL 32811

PROPOSER CHECK LIST

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

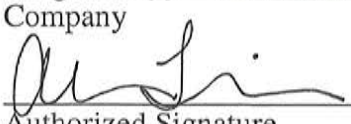
Proposer should check off each of the following items as the necessary action is completed:

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

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

- ☑ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".
- ☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Citrus Sandblast LLC Company	2105 N. Ivey Ln. Address
 Authorized Signature	Orlando, FL 32811 City, State, Zip Code
Alexandra Trimble, owner Printed Name & Title	(407) 420-7322 Telephone No.
alexandra@citrussandblast.com Email	n/a Fax No.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this_____day of _____, 2021, by and between Citrus Sandblast LLC, duly authorized to conduct business in the State of Florida and whose address is 265 N Ivey Ln, Orlando, FL, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
Alexandra Thimble, owner (Name, Title)
Citrus Sandblast LLC. (Company)
265 N Ivey Ln (Address)
Orlando, FL 32811 (City, State, Zip)
(407) 420-7322 (Phone)

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

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

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

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

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

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

CONFLICT OF INTEREST AFFIDAVIT

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

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

Citrus Sandblast LLC
Company

2165 N Ivey Ln
Address

Authorized Signature

Orlando, FL 32811
City, State, Zip Code

Alexandra Thimble, Owner
Printed Name & Title

(407) 420-7322
Telephone No.

alexandra@citrussandblast.com
Email

n/a
Fax No.

State of Florida)
City of Orlando)

SUBSCRIBED AND SWORN to before me this 9th day of August, 2021, by Alexandra Thimble, who is personally known to me to be the Citrus Sandblast for the Firm, OR who produced the following identification: FLDL T651-011-89-600-0.

Notary Public

JAMES H COOLEY JR
Notary Public – State of Florida
Commission # GG 181679
My Comm. Expires Feb 1, 2022

My Commission Expires: 2-1-22

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
80%	College St Water Tower	$ 187,000
		$
		$

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

Pointe Orlando Parking Garage

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

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

FEES:

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

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

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

REFERENCES:
Bank(s) Maintaining Account(s): Fifth Third Bank

Surety/Underwriter: (if required) FL Surety Bonds

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

✓ Sole Proprietorship/Years in
_____ Other: Please list: _____ _____

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

Citrus Sandblast LLC
Company

Authorized Signature

2605 N Ivey Ln
Address

Orlando, FL 32811
City, State, Zip Code

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 9th day of August, 2021 in the City of Orlando, in the State of FL.

Citrus Sandblast LLC
Company

Authorized Signature

265 N Ivey Ln
Address

Orlando
City, State, Zip Code

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Citrus Sandblast LLC
Company

Authorized Signature

Alexandra Trimble, Owner
Printed Name & Title

Alexandra@citrussandblast.com
Email

J. Meyers
Insurance Agency

Signature of Proposer's Agent

265 Nivey Ln
Address

Orlando, FL 32811
City, State, Zip Code

(407) 420-7322
Telephone No.

n/a
Fax No.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☑ **YES**
☐ **NO**

Citrus Sandblast LLC
Company

Authorized Signature

Alexandra Thimble, Owner
Printed Name & Title

alexandra@citrussandblast.com
Email

2615 N Ivey Ln
Address

Orlando, FL 32811
City, State, Zip Code

(407) 420-7322
Telephone No.

n/a
Fax No.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Alexandra Trimble, being first duly sworn, deposes and says that:

He/she is Owner of Citrus Sandblast, Proposer that has submitted the attached Qualification;

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

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

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

Citrus Sandblast LLC Company	2165 N Ivey Ln Address
 Authorized Signature	Orlando, FL 32811 City, State, Zip Code
Alexandra Trimble, Owner Printed Name & Title	(407) 420-7322 Telephone No.
alexandra@citrussandblast Email	n/a Fax No.

Subscribed and sworn to before me this 9th day of August, 20 21.

Notary Public

Title

JAMES H COOLEY JR
Notary Public – State of Florida
Commission # GG 181679
My Comm. Expires Feb 1, 2022

My Commission Expires: 2-1-22

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 9th day of August (Month), 2021 (Year)

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

By: _____, Alexandra Trimble
(Signature) (Print name)

Address: 265 N Ivey Ln, Orlando, FL 32811

_____

Telephone: (407) 420-7322 Fax: (n/a

Taxpayer Identification Number (TIN): 81-4112106

CORPORATION

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

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature:_____Date: _____

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: Cims Sandblast LLC

Authorized representative (printed): Alexandra Timble

Authorized representative (signature): [signature]

Project Number: **21-WA-01** Date: 8/9/21

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

REFERENCES FORM

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

1. Name of Company: Seacoast Utility Authority
   Address: Palm Beach, FL
   Point of Contact: Suzanne Dombrowski, Chenmoore (engineer)
   Phone #: (561) 746-6900 ext 1035 Email address: sdombrowski@chenmoore.com
   Service(s) Provided: Abrasive blasting, pressure washing, coating lift station piping exterior (6 lift stations)
   Dates of Service: may 2020 - July 2020 (full containment)

2. Name of Company: City of Leesburg
   Address: Leesburg, FL
   Point of Contact: Al Punis, Chief Operator
   Phone #: (352) 728-9786 ext 2457 Email address: al.punis@leesburgflorida.gov
   Service(s) Provided: Abrasive blasting and coating of exterior 150' water tower elevated
   Dates of Service: may 2021 - current

3. Name of Company: ~~City~~ St. John's County
   Address: St. Augustine, FL
   Point of Contact: Patrick Law
   Phone #: (904) 484-8386 Email address: plaw@sjcfl.us
   Service(s) Provided: Abrasive blasting, pressure washing, coating exterior steel structure - St. augustine amphitheat
   Dates of Service: Dec 2018 - Feb 2019

4. Name of Company: Rosen Hotels
   Address: Orlando, FL
   Point of Contact: Mike Galvin
   Phone #: (407) 832-9546 Email address: mgalvin@rosenhotels.com
   Service(s) Provided: water blast cleaning, coating of pedestrian sky bridge
   Dates of Service: mar 2018 - Apr 2018

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

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

by Alexandra Trimble, Owner
(Print Individual's Name and Title)
for Citrus Sandblast LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 265 N. Ivey Ln. Orlando, FL 32811

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-4112106

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 9th day of August, 2021.

Personally known _____

OR produced identification FLDL

T651-011-89-600-0
(Type of Identification)

_____
(Notary)

Notary Public State of Florida.

My commission expires: 2-1-22

JAMES H COOLEY JR
Notary Public – State of Florida
Commission # GG 181679
My Comm. Expires Feb 1, 2022

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
(✓) Sole Proprietorship LLC
( ) Other _____ (Explain)

Federal Employer Identification Number: 81-4112106

Firm Name: Citrus Sandblast LLC

Mailing Address: 245 N Ivey Ln, Orlando FL 32811

Telephone No.: (407)420-7322 Fax No.: n/a

Email Address: Alexandra@citrussandblast.com Web Address: www.citrussandblast.com

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Alexandra Thimble, Owner

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: 8/11/21

TO: The City of Holly Hill, Florida

FROM: Citrus Sandblast LLC

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

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

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 43,000.00

Price in Letters: Forty-Three Thousand Dollars

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

Authorized Signature

Alexandra Thimble, Owner
Printed Name & Title

Citrus Sandblast LLC
Company

8/9/21
Date

206 N Ivey Ln
Address

Orlando, FL 32811
City, State, Zip Code

(407) 420-7322
Telephone No.

alexandra@citrussandblast.com
Email Address.

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

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.
Alexandra K Trimble

2 Business name/disregarded entity name, if different from above
Citrus Sandblast LLC

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

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

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
265 N Ivey Ln

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32811

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
8	1	–	4	1	1	2	1	0	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Alexandra Trim Date ▶ 6/30/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WA-01 for the Water Plant Lime Silo Refurbishment project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Citrus Sandblast LLC

Name: Alexandra Trimble, Owner

9/9/21

Date:

Attachment: RFP 21-WA-01 Citrus Sandblast Water Plant Lime Silo Exterior Refurbishment (2021-R-56 : Lime Silo Exterior Refurbishment 21-

State of Florida

Woman Business Certification

Citrus Sandblast

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
04/30/2021 to 04/30/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 3239
850-487-091
www.dms.myflorida.com/os

NACE® INTERNATIONAL INSTITUTE

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The NACE International Institute Recognizes

Brandon Trimble

As a Certified

NACE Coating Inspector Level 1 - Certified

CERTIFICATION NUMBER *77039*

Executive Director
NACE International Institute

Awarded
December 2018

10431998

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

Request for Proposal

"The City of Holly Hill - Water Plant Lime Silo Exterior Refurbishment"

RFP 21-WA-01 | Due: August 11th, at 10:00 AM

Submitted to:

HOLLY HILL
FLORIDA

Offeror Information	
Company Name:	Razorback LLC
Address:	177 Anclote Road Tarpon Springs, FL 34689
Unique Entity Identifier/DUNS#:	057946214
CAGE Code:	6ZAS8
Person authorized to negotiate on behalf of the Offeror and sign this proposal:	Anthony Houllis, MGRM Phone: 727-938-9500 Email: Anthony@razorbackllc.com
Terms & Conditions	Razorback LLC agrees and will comply with all terms, conditions and provisions included in the solicitation without exception and agrees to furnish any or all items upon which prices are offered at the price set opposite each item.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
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Table of Contents

Tab I **1**
Management Summary 2
Tab II **3**
Corporate Experience and Capacity 4
Equipment and Facilities 6
Tab III **7**
Customer Listing 8
Tab IV **19**
Acceptance of Conditions 20
Tab V **21**
Florida General Contractor License 22
Sunbiz Registration 23
Certificate of Status 25
Tab VI **26**
Standard Contract 27
Proposers Checklist 29
Conflict of Interest Affidavit 30
Proposers Qualification Form 31
Declaration Statement 35
Insurance Requirements 36
Drug-Free Workplace Certification 54
Non-Collusion Affidavit of Prime Bidder 55
Acknowledgements 56
Compliance with Public Records 58
References Form 59
Public Entity Crimes Statement 60
Vendor Information 62
W9 63

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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Addendum 1 64

Label 65

Tab VII **66**

Price Proposal Form 67

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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TAB I

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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Tab I – Management Summary

Since 2008, Razorback LLC (Razorback) has been a licensed general contractor who has performed exemplary work under contract for over 100 construction-related projects ranging throughout the United States. With a primary focus of protective coating preparation and application, we have provided surface preparation and painting services for a multitude of government entities on surfaces such as metal, stucco, concrete, masonry, structural steel, etc.

Our primary focus has been infrastructure restoration, specifically steel rehabilitation and complex surface coating preparation and application. Our reputation as a leader in quality has been achieved by using NACE and SSPC certified quality control inspectors and maintaining the highest level of quality and performance in everything we do.

It is in this capacity that Razorback proposes to provide the City of Holly Hill with surface preparation and painting services while following all safety protocols on the Lime Silo Tank as defined in the solicitation under Scope of Work.

Under this contract, the City of Holly Hill will receive the benefit of Razorback's key qualifications:

- ***Experienced Contractor*** – Razorback has executed multiple projects similar in scope and size to RFP No. 21-WA-01. Previous exterior painting contracts have required complex rigging for access, containment of debris for individual and environmental protection, working at extreme heights and detailed work plans tailored to meet project specific requirements

- ***Qualified Key Personnel*** – Razorback utilizes certified coating applicators and experienced construction managers and supervisors.

- ***Communications*** – Razorback ensures a seamless flow of information throughout the performance period between the Razorback field team, our home office and the project owner allowing for consistent progress updates.

In addition, our contract team is prepared to support any COVID-19 related requirements during the service of this contract.

As MGRM, and on behalf of the Razorback team, I am pleased to submit the enclosed offer and prepared to provide any additional information required in support of this effort.

Sincerely,

Anthony Houllis, MGRM
727.938.9500
Anthony@razorbackllc.com

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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TAB II

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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razorbackllc.com

Tab II – Corporate Experience and Capacity

Established in 2008 as a Florida limited liability company, Razorback LLC (Razorback) has been in business as a Florida General Contractor for 13 years. Our one main office is located in the city of Tarpon Springs, Florida. Owner and MGRM of the company is Anthony Houllis and the rest of the Razorback team consists of our 19 full-time employees, with 9 office staff and 10 field workers.

Field Personnel

First Name	Last Name	Title
John	Xipolitas	Superintendent/Safety Manager
Stylianos	Fragkos	Superintendent
Yeferzon	Ramos	Superintendent
Anthony	Presutti	Foreman
James	Mayes	Skilled Tradesmen
Rudolph	Crawford	Skilled Tradesmen
James	Mayes III	Painter
Jeffrey	Arturet	Painter
Manuel	Perez-Colon	Foreman
Fermin	Gonzales	Skilled Tradesmen

Office Personnel

First Name	Last Name	Title
Anthony	Houllis	MGRM/Quality Manager
Brooke	Stamas	Office Manager/Contracts Administrator
Marina	Tsonganis	Contracts Administrator
Peter	Pappas	Project Manager
Zacchary	Kappos	Project Manager
Daniel	Dion	Project Manager
Andrew	Laws	Estimator
Jessica	Kovanis	Financial Accountant
Michelle	Kentula	Proposal Manager
Michael	Ford	Estimator

TOTAL STAFF NO.: 20

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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razorbackllc.com

Key Personnel/Role	Qualifications and Experience
Senior Project Manager/ Safety Officer & Quality Control Manager Anthony Houllis	• Certified Protective Coating Inspector PCI • Certified General Contractor • Certified Quality Control Manager • Project and Quality Control Managed over 45 Water and Wastewater Treatment repair projects ranging from $50,000-$6,000,000 • Over 12 years of experience working directly with owners, project managers and contract officers to provide 100% success rate
Office Manager Brooke Stamas	• Bachelor's Degree from Florida State University • Certified Registered Notary • Over 7 years of construction management experience working directly with project managers, contract officers, general contractors, and national government entity representatives
Project Manager Peter Pappas	• Bachelor's Degree from the University of Florida • Extensive Water and Wastewater Treatment Plant experience
Account Manager Jesse Kovanis	• Financial Officer and organizer of all account payable • Bachelor's Degree from the University of Central Florida • Certified in Microsoft Office Excel and QuickBooks
Superintendent & Safety Officer John Xipolitas	• CAS Certified – Coating Applicator • Over 10 + years' experience with industrial painting, heavy construction, sandblasting, and management • OSHA Certified • Has been lead Superintendent for Razorback LLC on over 20 large WWTP repair/rehab projects
Project Manager & Marketing Director Zacchary Kappos	• Over 5 years of Project Management experience with a focus on Site Development, Underground Utilities, Exterior Finishing and Coatings, and Aggregates
Proposal Manager Michelle Kentula	• Over 10 years of experience in government contracting • Bachelor of Arts • Ensures compliance and accuracy
Protective Coatings Foreman Yeferzon Ramos	• SSPC CAS Level 2 - Interim Status Certification • Confined Space

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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EQUIPMENT AND FACILITES LIST

ITEM/EQUIPMENT	CONDITION	OWN/LEASE/RENT	LOCATION
2017 FORD TRUCK	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
1999 FORD TRUCK	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2019 26' TRAILER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2016 26' TRAILER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2018 20' TRAILER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2018 PAINT PUMP	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2020 PRESSURE WASHER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
SCAFFOLD ACCESS TOWERS	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
GENERAL PREPARATION TOOLS/EQUIPMENT	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
500 LF 18' SHEETPILE	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
8K TELEHANDLER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
320 CAT EXCAVATOR	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
PREDATOR 30HP PUMP (5)	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
45000 CFM DUST COLLECTOR	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
1999 AIR COMPRESSOR	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2001 AIR DRIER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2020 PRESSURE WASHER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2008 CATERPILLAR FORKLIFT	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
2018 SWINGSTAGE	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
HURRICANE VACUUM	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
BOBCAT 250 WELDER	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
8 TON BLAST POT	GOOD	OWN	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689

FACILITY	LOCATION
RAZORBACK LLC MAIN OFFICE	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689
RAZORBACK LLC STORAGE/WAREHOUSE	177 ANCLOTE ROAD, TARPON SPRINGS FL 34689

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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TAB III

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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Tab III - Customer Listing

- **Name of Project:** Perfecto Garcia Cigar Factory, Elevated Water Tower Painting
- **Project Address:** 2808 N 16th Street Tampa, FL 33606
- **Name of Owner:** Perfecto Garcia Cigar Factory LLC
- **Contact Address:** 96 Martinique Ave Tampa FL 33606
- **Type of Work:** Surface preparation and painting all exterior surfaces of the tower, repairing the ladder and catwalk. High pressure, high volume washing entire exterior tower, hand and power tool clean to remove all loose rust and heavy pack rust.
- **Contract Dollar Amount:** $116,000.00
- **Start and End Dates:** 8/15/2019 - 9/12/2019
- **Name and Contact Info of Project Owner:**
    - Name: Robert F. Holsopple
        - Telephone: (813) 918-5642

- **Name of Project:** Rebranding Water Tank Painting Services
- **Project Address:** 1201 Stirling Road Dania Beach, FL 33004
- **Name of Owner:** City of Dania Beach
- **Contact Address:** 100 West Dania Beach Blvd. Dania Beach, FL 33004
- **Type of Work:** Removal and replacement of existing painted logo on (2) million gallon above ground water storage tank. Prepared mock-up drawings and onsite demonstration of the logo size and location; preparation of water tank surface and the application of coatings.
- **Contract Dollar Amount:** $55,000.00
- **Start and End Dates:** 12/21/2018 - 1/19/2019
- **Name and Contact Info of Project Owner:**
    - Name: Rickelle Williams
        - Telephone: (954) 924-6801 Ext. 3732
        - Email: rwilliams@daniabeachfl.gov

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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- **Name of Project:** Master Water Treatment Plant
- **Project Address:** Multiple Areas
- **Name of Owner:** City of West Palm Beach
- **Contact Address:** 1009 Banyan Blvd., West Palm Beach, FL 33401
- **Type of Work:** Pressure washing of both steel and concrete tanks, repainting and applying two coats of Tnemec Series 1026. Cleaning and disinfecting of one 1-million-gallon storage tank, four 2-million-gallon ground storage tanks, two 3-million-gallon storage tanks, and one 5-million-gallon storage tank along with tank structure repairs, tank interior and exterior repairs, and interior surfaces repair and replacement. Work also includes cleaning and disinfecting Water Storage Tanks for Water Treatment Plants Ibis, Cumberland, Kaye Street Re-pumps.
- **Contract Dollar Amount:** $104,668.66
- **Start and End Dates:** 9/16/20 - Ongoing (Term)
- **Name and Contact Info of Project Owner:**
    - Name: Darrel Graziani
        - Telephone: (561) 822-2275
        - Email: djgraziani@wpb.org

- **Name of Project:** KW Smokestack
- **Project Address:** 1001 James St.
- **Name of Owner:** Keys Energy Services
- **Contact Address:** Key West, FL 33040
- **Type of Work:** Industrial painting of decommissioned smokestack. Project involved ensuring proper protection while working around high pressure piping.
- **Contract Dollar amount:** $89,995.00
- **Start and End Dates:** 08/05/2019
- **Name and Contact Info of Project Owner:**
    - Name: Walter Cashwell
        - Telephone: (305) 295-1181
        - Email: walter.cashwell@keysenergy.com

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
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razorbackllc.com

- **Name of Project:** Surface Preparation and Coating Systems for City's Water Treatment Plant Buildings
- **Contract Number:** ITB NO. 044-19
- **Project Address:** 3 WTP Central, East, and Regional Water Treatment Plants in the City of Plantation
- **Name of Owner:** City of Plantation, Florida
- **Contact Address:** 400 NW 73rd Ave, Plantation, FL 33317
- **Type of Work:** The work for this project involved providing all labor, materials, tools, testing, supervision, and equipment necessary for the surface preparation and application of a Tnemec coating system to the City's Water Treatment Plant Buildings, Tanks, Exterior piping, and Equipment located at the East Water Treatment Plant, Central Water Treatment Plant, and Regional Waste Water Treatment Plants.
  Surfaces included structural steel, ceilings, walls, floors, doors, frames, transoms, roof fans, construction signs, guardrails, posts, fittings, valves, tanks, equipment, and miscellaneous metals. Services required to perform the work included High Pressure Washing, Abrasive Blasting, Urethane Crack Injection, and Spot Priming & Painting.
  The scope included Surface Preparation and Painting of two 1MG Ground Storage Tanks, 3MG Ground Storage Tank, 3.5 MG Ground Storage Tank, four Diesel Tanks and associated piping, three Primary Clarifier Walls, an Odor Control System, the Aeration Basin Exterior, Bulk Storage Tank and Piping, four Secondary Clarifier Walls, Gate Frames and Miscellaneous Equipment, Deep Well Pump Station, Reuse Pressure Tanks and Piping, two Emergency Storage Tanks, High Service & Transfer Pumps, Pump Room Interior Walls and Piping, and more.
- **Contract Dollar Amount:** $826,000.00
- **Start and End Dates:** 10/14/2019 - 7/3/2020
- **Name and Contact Info of Project Owner:**
  - Name: Brett Miller —> Plant Manager
    - Telephone: (954) 326-7634
    - Email: BMiller@plantation.org

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
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- **Name of Project:** 1.5 Million Gallon Palma Ceia Water Tower Steel Repairs and Painting
- **Project Address:** Water Tower behind Plant High School - 3602 West San Miguel St. Tampa, FL 33629
- **Name of Owner:** City of Tampa
- **Contact Address:** Palma Ceia, Tampa, FL; 306 E. Jackson St., Tampa, FL 33602
- **Type of Work:** 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 the Water Tower is over 45,000 Sq/Ft Abrasive Blasted per SSPC-10 and fully lined with the new NSF approved Tnemec System. Structural steel and concrete Repair/replacement.
- **Contract Dollar Amount:** $1,700,000.00
- **Start and End Dates:** Aug 2019 - April 2020
- **Name and Contact Info of Project Owner:**
  - Name: Tommy Mahinis —> Project Manager
    - Telephone: (727) 934-6042
    - Email: tommy@royalbridgeinc.com

- **Name of Project:** As-Needed Sandblasting and Industrial Coating Services
- **Project Address:** East and West Side of Pasco
- **Name of Owner:** Pasco County Board of County Commissioners
- **Contact Address:** 38053 Live Oak Avenue Dade City, FL 33523
- **Type of Work:** Sandblasting and industrial coating services for the Pasco County Public Infrastructure Utilities Department on an as needed basis. The contract has included but is not limited to: painting cast iron reclaimed pipes on high service pumps and header, cast iron PVC, and cast-iron pillars, painting concrete floors and concrete pipe supports, painting multiple bypasses and including Bypass Pump and manifold, as well as painting generators.
- **Contract Dollar Amount:** $387,536.00
- **Start and End Dates:** 6/8/2020 - Ongoing (Term)
- **Name and Contact Info of Project Owner:**
  - Name: Brent Ruiz —> Lead Plant Operator
    - Telephone: (813) 994-5015
    - Email: bruiz@pascocountyfl.net

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

- **Name of Project:** Jupiter Lighthouse Interior/Exterior Painting and Roof Repair
- **Project Address:** 500 Captain Armour's Way, Jupiter, FL 33469
- **Name of Owner:** Loxahatchee River Historical Society
- **Contact Address:** 500 Captain Armour's Way, Jupiter, FL 33469
- **Type of Work:** Performed painting and repair work, including surface preparation and priming. Historical metal restoration to include structural iron repair and replacement. Preparation and application of complex industrial coating, interior and exterior masonry repair, roof repair, roof plate repairs, historic lighthouse repair, masonry tuck pointing and caulking. Interior metal stairs and handrails, lens room interior and exterior, Galley Deck, drum plates and mullions, exterior window trim, door and hinges.
- **Contract Dollar Amount:** $212,855.00
- **Start and End Dates:** 10/21/2019 - 11/16/2019
- **Name and Contact Info of Project Owner:**
    - Name: Jamie Stuve —> President and CEO
        - Telephone: (561) 747-8380 x102
        - Email: jstuve@jupiterlighthouse.org

- **Name of Project:** Clarifier Steel Overcoat Immersion Service
- **Project Address:** 1140 MLK JR. Ave. Dunedin, FL 34698
- **Name of Owner:** City of Dunedin
- **Contact Address:** 1140 MLK JR. Ave. Dunedin, FL 34698
  Type of Work: Full removal of exterior coating of all steel services located within the clarifier per SSPC-SP-10. Cleaning, surface preparation and painting of 2 waste water treatment clarifiers. Paint was applied in a confined area and inspected during and upon completion. Coating application was monitored- checking weather conditions and curing times to meet and exceed manufacturer's requirements by the owner's agent.
- **Contract Dollar Amount:** $88,900.00
- **Start and End Dates:** 2/10/2020 - 5/1/2020
- **Name and Contact Info of Project Owner:**
    - Name: Brian Antonian —> Plant Superintendent
        - Telephone: (727) 298-3256 EXT. 1620
        - Email: bantonian@dunedinfl.net

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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razorbackllc.com

- **Name of Project:** Amelia Island Lighthouse Repair
- **Project Address:** 215 ½ Lighthouse Circle Fernandina Beach, FL
- **Name of Owner:** Amelia Lighthouse & Museum Inc. - Fernandina Beach
- **Contact Address:** 109 South 18th St. Fernandina, FL 32034
- **Type of Work:** Prepping and painting exterior wood and metal, miscellaneous metal repairs, wooden door repairs, wood repairs.
- **Contract Dollar Amount:** $98,500.00
- **Start and End Dates:** 6/29/2020 - 9/15/2020
- **Name and Contact Info of Project Owner:**
    - Name: Scott Mikelson → Project Manager
        - Telephone: (904) 310-3356
        - Email: smikelson@fbfl.org

- **Name of Project:** Rehabilitation of Center Clarifier at WWTP#3
- **Project Address:** 4400 Pollard Road Winter Haven, FL 33884
- **Name of Owner:** City of Winter Haven
- **Contact Address:** 401 6th Street S.W. Winter Haven, FL 33880
- **Type of Work:** Prepping with sludge removal, cleaning with pressure washing and sandblasting. Repairs to concrete and steel tanks. Clean, prepare surfaces and paint tank walls, clarifier collector mechanism, and miscellaneous metal items within the tank. Install clarifier drive. Renew gel coat on fiberglass reinforced plastic weirs and scum baffles. Level weirs, inlet baffle ring, skimmers, and sludge collector arms. Test and adjust torque switches for dive protection.
- **Contract Dollar Amount:** $159,200.00
- **Start and End Dates:** 8/17/2020 - 9/11/2020
- **Name and Contact Info of Project Owner:**
    - Name: Charles Nichols —> Wastewater Chief Operator
        - Telephone: (863) 291-5763
        - Email: cnichols@mywinterhaven.com

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
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(727) 938-9500
info@razorbackllc.com
razorbackllc.com

- **Name of Project:** North and South Gate Painting
- **Project Address:** North Gate Station, 711 Angle Road, Fort Pierce, FL 34947
  South Gate Station, 6000 Glades Cut-Off Road, Fort Pierce, FL 34981
- **Name of Owner:** Fort Pierce Utility Authority
- **Contact Address:** *Fort Pierce Utilities Authority Regulatory Affairs* 500 Boston Avenue (PO Box 3191) Fort Pierce, FL 34950
- **Type of Work:** Sandblasting and painting of pipe, valves, fittings, and stands
- **Contract Dollar Amount:** $42,000.00
- **Start and End Dates:** 8/3/2020 - 8/28/2020
- **Name and Contact Info of Project Owner:**
  - Name: Craig Crawford → Superintendent
    - Telephone: (772) 466-1600 EXT: 4701
    - Email: ccrawford@fpua.com

- **Name of Project:** Rehabilitate Everglades Flamingo Waste-Water Treatment Plant
- **Project Address:** Everglades National Park, 38 miles southwest from Main Park entrance in the Flamingo Area
- **Name of Owner:** National Park Service
- **Contact Address:** South Contracting Office 40001 SR 9336 Homestead, FL 33034
- **Type of Work:** The work includes structural steel repairs to the membrane bioreactors tank and the membrane treatment tank, painting (inside and out) the membrane bioreactor tank and the membrane treatment tank, repair of steel piping, installing a sluice gate, replacing process valves, adding two mixers in the aerobic zone, repairs to existing jet air system, and purchasing spare membrane filters. Work also includes replacing conduits and electrical wiring, replacing panel air conditioning systems, installing new flow meters, and integration with existing control panels. Rehabilitate wastewater treatment tank. Sandblast, recoat interior/exterior walls, remove/replace flow meters, replace filters, form & pour concrete, steel repair. Industrial surface prep and painting of tanks.
- **Contract Dollar Amount:** $805,500.00
- **Start and End Dates:** 9/1/2020 - 2/12/2021
- **Name and Contact Info of Project Owner:**
  - Name: William Vazquez —> Contracting Officer
    - Telephone: (305) 242-7793
    - Email: william_vazquez@nps.gov

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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- **Name of Project:** St. George Lighthouse Repair
- **Project Address:** 2B E Gulf Beach Dr, St George Island, FL 32328
- **Name of Owner:** St. George Lighthouse Association
- **Contact Address:** 2B E Gulf Beach Dr, Eastpoint, FL 32328
- **Type of Work:** Metal Painting: All lens room interior and exterior metal, prepped with abrasive blasting. Glass Replacement: Remove and replace all 16 glass panes Masonry Painting, replacing wooden windows in the tower.
- **Contract Dollar Amount:** $94,000
- **Start and End Dates:** 1/4/2021 - 1/15/2021
- **Name and Contact Info of Project Owner:**
    - Name: Amy Hodson —> Contract Office Representative
        - Telephone: (Cell) (850) 653-6880
        - Email: execdirector@stgeorgelight.org

- **Name of Project:** Rehabilitate Storage Building at A.R.M. Loxahatchee National Wildlife Refuge
- **Project Address:** 10216 Lee Road Boynton Beach FL, 33472
- **Name of Owner:** Comp. Environmental Inc. - Loxahatchee Wildlife Refuge
- **Contact Address:** *Comp. Environmental Inc.* 4001 Westfax Dr. Suite A, Chantilly, VA 20151
- **Type of Work:** Repair work, sandblasting, and protective coatings for the equipment storage building. Repair of corrosion damages, replacement of selected metal components, application of protective coatings with proper surface preparations, and site protection and restoration —> Restoring the structural integrity of the subject building for its longevity
- **Contract Dollar Amount:** $66,000.00
- **Start and end dates:** 10/19/2020 - 11/7/2020
- **Name and contact info of project owner:**
    - Name: Steve Henry → Deputy Project Leader
        - Telephone: (561) 679-4105

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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Infoerazorbackllc.com
razorbackllc.com

- **Name of Project:** Utilities Painting Maintenance Continuing Services
- **Project Address:** Water Treatment Plant 17403 Central Blvd., Jupiter, Florida
- **Name of Owner:** Town of Jupiter
- **Contact Address:** Town Hall 210 Military Trail Jupiter, FL 33458
- **Type of Work:** Work includes but not limited to industrial grade coating products, pressure washing, water-blasting, sandblasting, taping, scraping, grinding, wire brushing rust removal, cleaning, priming, crack repair, concrete/stucco repairs, and other surface preparation as needed, and painting. Facilities to be painted under this contract include, but are not limited to, exterior of concrete potable water ground storage tanks, interior and/or exterior of concrete block structures (CBS)/buildings, and interior and/or exterior of poured concrete structures.
  Surface preparation and painting of 512 fire hydrants in various locations throughout the Town of Jupiter, including residential neighborhoods where environmental precautions and measures are carefully implemented.
- **Contract Dollar Amount:** $329,005.00
- **Start and End Dates:** 11/4/2020 - Ongoing (Term)
- **Name and Contact Info of Project Owner:**
  - Name: Amanda Barnes - Assistant Director of Utilities
    - Telephone: (561)741-2537
    - Email: amandab@jupiter.fl.us

- **Name of Project:** Painting, Water-proofing, and Associated Services
- **Name of Owner:** City of St. Petersburg
- **Owner Address:** P.O. Box 2842, St. Petersburg, FL 33731
- **Type of Work:** Interior and exterior painting, exterior pressure washing, water proofing, caulking and sealant of City facilities on an as-needed basis.
- **Contract Dollar Amount:** $75,000.00
- **Start and End Dates:** 10/8/20 - Ongoing (Term)
- **Name and Contact Info of Project Owner:**
  - **Name:** Angelique Cook
  - **Telephone:** (727)551-3285
  - **Email:** angelique.cook@stpete.org

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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razorbackllc.com

- **Name of Project:** Steel Clarifier Component Overcoating
- **Name of Owner:** City of St. Petersburg
- **Owner Address:** P.O. Box 2842, St. Petersburg, FL 33731
- **Type of Work:** Pressure wash and sandblast all clarifier steel components. Overcoat clarifier steel components with Sherwin Williams Targuard Coal Tar Epoxy.
- **Project Address:** 1160 62 Ave NE, St. Petersburg, FL 33702
- **Contract Dollar Amount:** $48,000
- **Start and End Dates:** 4/28/21 - 5/13/21
- **Name and Contact Info of Project Owner:**
    - **Name:** Robert E. Sparks
    - **Telephone:** (727) 366-7986
    - **Email:** Robert.Sparks@stpete.org

- **Name of Project:** Overcoating Concrete Reclaim Water Ground Storage Tank
- **Project Address:** 39825 Alston Avenue Zephyrhills, FL 33542
- **Name of Owner:** City of Zephyrhills
- **Contact Address:** 5335 8th Street Zephyrhills, FL 33542-4312
- **Type of Work:**
  Surface Preparation - Remove all loose coatings, dirt, dust, grease, oil, mold, mildew, salts, and other soluble contaminants by High Pressure Water Cleaning (min. 3500 psi). All sharp edges are to be ground down and metal pits and voids are to be filled using Tnemec Series 215.
  Coating Systems - Concrete, Exterior, Subject to UV exposure
  Substrate - Fiberglass and Metals, Exterior, Subject to UV exposure
  Painting - Prime Coat, Stripe Coat, Finish Coat, Logo Application (123 Feet)
- **Contract Dollar Amount:** $88,000.00
- **Start and End Dates:** 3/26/2021 - 5/11/2021
- **Name and Contact Info of Project Owner:**
    - Name: John Bostic III → Utilities Director
        - Telephone:
            - Office: (813) 780-0008
            - Cell: (813) 778-1018
            - Email: jbostic@ci.zephyrhills.fl.us

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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razorbackllc.com

- **Name of Project:** Rehabbing Belcher/Curlew/Jerry Lake Pump Stations
- **Project Address:** Location 1: Jerry Lake Ct.
  Location 2: Belcher and Main
  Location 3: Curlew and Alt 19
- **Name of Owner:** City of Dunedin
- **Contact Address:** 1140 MLK JR. Ave. Dunedin, FL 34698
- **Type of Work:** Exterior surface prep and coatings ductile iron pipe located in (3) different locations. Surface Prep at all sites will include pressure washing and degreasing to ensure total removal of contaminants such as oil, dirt and grease. Power tool and hand tool cleaned all rusted and bare areas per SSPC SP3 and SSPC SP2. Spot blasting and spot priming. Tnemec products used.
- **Contract Dollar Amount:** $39,900.00
- **Start and End Dates:** 5/12/2021 - 5/25/2021
- **Name and Contact Info of Project Owner:**
  - Name: Brian Antonian
    - Telephone: (727) 831-1289; (727) 298-3256 x1620
    - Email: bantonian@dunedinfl.net

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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TAB IV

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
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Tab IV – Acceptance of Conditions

"Razorback LLC fully agrees with all terms, conditions and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item."

Anthony Houllis, MGRM

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

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TAB V

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

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.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
RAZORBACK LLC

Filing Information

Document Number	L08000089307
FEI/EIN Number	26-3447303
Date Filed	09/18/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/22/2011

Principal Address

177 Anclote Road
TARPON SPRINGS, FL 34689

Changed: 02/08/2021

Mailing Address

177 Anclote Road
TARPON SPRINGS, FL 34689

Changed: 02/08/2021

Registered Agent Name & Address

HOULLIS, ANTHONY M
276 KNOLLWOOD ROAD
TARPON SPRINGS, FL 34688

Authorized Person(s) Detail

Name & Address

Title MGRM

HOULLIS, ANTHONY M
276 KNOLLWOOD ROAD
TARPON SPRINGS, FL 34688

Annual Reports

Report Year	Filed Date
2019	02/21/2019

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

2020	01/21/2020
2021	02/08/2021

Document Images

02/08/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
02/21/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
01/11/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
01/18/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- REINSTATEMENT	View image in PDF format
03/04/2009 -- ANNUAL REPORT	View image in PDF format
09/18/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

State of Florida
Department of State

I certify from the records of this office that RAZORBACK LLC is a limited liability company organized under the laws of the State of Florida, filed on September 18, 2008.

The document number of this limited liability company is L08000089307.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on February 8, 2021, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2021

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST ·

Secretary of State

Tracking Number: 3063379817CU

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

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

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
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(727) 938-9500
info@razorbackllc.com
razorbackllc.com

TAB VI

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this_____day of _____, 2021, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
Anthony Houllis, MGRM ,_____(Name, Title)
Razorback LLC . (Company)
177 Anclote Rd. (Address)
Tarpon Springs, FL 34689 (City, State, Zip)
727-938-9500 (Phone)

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

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated:_____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

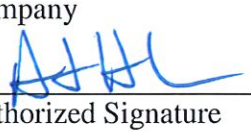
☑ The mailing envelope has been addressed to:

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

☑ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Razorback LLC Company	177 Anclote Rd. Address
 Authorized Signature	Tarpon Springs, FL 34689 City, State, Zip Code
Anthony Houllis, MGRM Printed Name & Title	727-938-9500 Telephone No.
Anthony@razorbackllc.com Email	N/A Fax No.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CONFLICT OF INTEREST AFFIDAVIT

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

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

Razorback LLC Company	177 Anclote Rd. Address
 Authorized Signature	Tarpon Springs, FL 34689 City, State, Zip Code
Anthony Houllis, MGRM Printed Name & Title	727-938-9500 Telephone No.
Anthony@razorbackllc.com Email	N/A Fax No.

State of Florida)
City of Tarpon Springs)

SUBSCRIBED AND SWORN to before me this 10 day of AUGUST, 2021, by ANTHONY HOULLIS, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

_____

Notary Public Heather B. Stamas

My Commission Expires: _____

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

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	PLEASE SEE ATTACHED	$
		$
		$

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

Utility Pipe Painting Program

Water Tanks Painting & Repairs

OTHER INFORMATION ABOUT PROJECTS:

Please See Tab III - Customer Listing

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

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

FEES:

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

$ 86,517.08 **Total Fees for work done on all City projects**

City of Holly Hill - WWTF Sludge Holding Tank Walkway Replacement - $86,517.08

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES:

Bank(s) Maintaining Account(s): Chase Bank - 41206 US Highway 19 N, 727-945-9900

Flagship Bank - 116 S Pinellas Ave., Ste. 101, Tarpon Springs, FL 34689, 727-935-1124

Surety/Underwriter: (if required) Nielson, Wojtowicz, Neu & Associates

Other References: (Use additional sheets if necessary)

Sunbelt Rentals - 2341 Deerfield Dr.,Fort Mill, SC 29715, 813-480-0593

TYPE OF FIRM:

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

☐ Partnership/Years in Business:

☐ Business:

☐

_____ Sole Proprietorship/Years in

X Other: Please list: Limited Liability Company - 13 Years

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

Razorback LLC
Company

Authorized Signature

177 Anclote Rd.
Address

Tarpon Springs, FL 34689
City, State, Zip Code

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

Current Contracts

NAME OF PROJECT	CONTRACT AMOUNT	PERCENT COMPLETE
Master Water Treatment Plant	$89,693.66	Term
As-Needed Sandblasting and Industrial Coating Service	$388,890.00	Term
Assistant Keepers House	$50,000.00	0%
Utilities Painting Maintenance - Cont. Services	$341,595.00	Term
Painting, Water-Proofing and Associated Services	$75,000.00	Term
Pigeon Key Honeymoon Cottage and Commissary Building Hurricane Repairs	$738,000.00	35%
Re-Painting of Aerial Crossings	$104,650.00	89%
Aerial Crossing Rehabilitation Project	$267,080.00	45%
Recoating Damaged Floors Fac. #7	$18,800.00	0%

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

Jim Brandon Equestrian Exterior Painting	$164,768.25	70%
Jax Water Tank Recoating and Misc. Repairs	$111,985.00	0%
Midpoint Fender System Pile Clusters Cable Replacement	$188,738.70	0%
Prep/Paint Exterior of Building - CUIS	$79,324.70	0%
Fire Hydrants Repainting	$56,342.00	0%
Rehabilitation of Elevated Storage Tank	$239,150.00	0%
Yard Piping	$6,572.00	0%
Rehabilitation of 30-Year-Old Facility & Support Bridge	$7,600.00	0%
Coating of 36" Watermain	$288,539.94	0%
Elders Building Exterior Painting Services	$34,980.00	0%

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of August, 2021 in the City of Tarpon Springs in the State of Florida.

Razorback LLC
Company

Authorized Signature

177 Anclote Rd.
Address

Tarpon Springs, FL 34689
City, State, Zip Code

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

==

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Razorback LLC
Company

[signature]
Authorized Signature

Anthony Houllis, MGRM
Printed Name & Title

Anthony@razorbackllc.com
Email

177 Anclote Rd.
Address

Tarpon Springs, FL 34689
City, State, Zip Code

727-938-9500
Telephone No.

N/A
Fax No.

Insurance Agency

Please see attached Certificate of Insurances for agencies, signatures and coverages.

Signature of Proposer's Agent

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/05/2021

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

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

PRODUCER	**CONTACT NAME:** Mary Smith
Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	**PHONE (A/C, No, Ext):** (813) 818-5300 **FAX (A/C, No):** (813) 818-5396 **E-MAIL ADDRESS:** mary.smith@stahlinsurance.com
INSURED Razorback LLC 177 Anclote Road Tarpon Springs FL 34689	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Clear Blue Specialty Ins Co — 37745 INSURER B : Owners Insurance Co — 32700 INSURER C : Westchester Surplus Lines Ins Co — 10172 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21-22 EFF 8/5/21 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	WCCN-CGL-0000135-02	07/08/2021	07/08/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5181816000	06/16/2021	06/16/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	WCCN-CEL-0000282-02	08/05/2021	07/08/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Contractor's Pollution Liability	Y	Y	G71154920 004	07/08/2021	07/08/2022	Each Pollution Condition Aggregate	$2,000,000 $2,000,000

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

The Lee County Port Authority, its officers, officials and employees are included as additional insured with respect to liability arising out of the work or operations performed by or on behalf of the insured as required by written contract. Insurance is primary and non-contributory, including a Waiver of Subrogation in favor of the Authority with respect to the General Liability, Auto Liability, Umbrella Liability and Contractor's Pollution Liability policies as required by written contract. 30 days notice of cancellation except 10 days for nonpayment of premium will apply per policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Lee County Port Authority 11000 Terminal Access Road Suite 8671 Fort Myers FL 33913	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

POLICY NUMBER: WCCN-CGL-0000135 - 02

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

POLICY NUMBER: WCCN-CGL-0000135-02

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement changes/modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

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

Endorsement effective date: 7/8/2021

Policy No.: WCCN-CGL-0000135-02 Endorsement No.:

Named Insured: Razorback LLC

Authorized Representative _____

WCIS CGL 4026 12 15

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

POLICY NUMBER: WCCN-CGL-0000135 - 02

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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Westchester
A Chubb Company

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured			Endorsement Number
Razorback LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G71154920 004	07/08/2021 to 07/08/2022	07/08/2021
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Westchester
A Chubb Company

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured			Endorsement Number
Razorback LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G71154920 003	07/08/2020 **to** 07/08/2021	07/08/2020
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

a. The additional insured is a named insured under such other insurance; and

b. The **named insured** has agreed in a written contract or agreement that this insurance would:

(1) act as primary insurance; and

(2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Includes copyrighted material of Insurance Services Office, Inc. with its permission

Westchester
A Chubb Company

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured			Endorsement Number
Razorback LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G71154920 004	07/08/2021 to 07/08/2022	07/08/2021
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Westchester
A Chubb Company

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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A Chubb Company

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured			Endorsement Number
Razorback LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G71154920 004	07/08/2021 to 07/08/2022	07/08/2021
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

a. The additional insured is a named insured under such other insurance; and

b. The **named insured** has agreed in a written contract or agreement that this insurance would:

(1) act as primary insurance; and

(2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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Named Insured			Endorsement Number
Razorback LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G71154920 004	07/08/2021 to 07/08/2022	07/08/2021
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Includes copyrighted material of Insurance Services Office, Inc. with its permission

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

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

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

PRODUCER SUNZ Insurance Solutions, LLC. ID: (TLR) c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	CONTACT NAME: Workers' Comp Department PHONE (A/C, No, Ext): 727-520-7676 x 3 FAX (A/C, No): 727-525-3862 E-MAIL ADDRESS: certs@encorehr.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : SUNZ Insurance Company — 34762
INSURED TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 62542750 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below		✓	WC039-00001-021	6/1/2021	6/1/2022	✓ 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)

Coverage Provided for all leased employees but not subcontractors of: Razorback LLC
Effective: 09/28/2020 Waiver of Subrogation in favor of certificate holder while work is peformed at or in:
Project location: Lee County Port Authority 11000 Terminal Access Road Fort Myers, Florida 33913

CERTIFICATE HOLDER

441

Lee County Port Authority
11000 Terminal Access Road
Fort Myers FL 33913

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

In Favor of: Lee County Port Authority

11000 Terminal Access Road
Fort Myers FL 33913

Client/Project:

Coverage Provided for all leased employees but not subcontractors of: Razorback LLC Effective: 09/28/2020 Waiver of Subrogation in favor of certificate holder while work is peformed at or in: Project location: Lee County Port Authority 11000 Terminal Access Road Fort Myers, Florida 33913

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 Effective 06/01/2021
Insured
TLR of Bonita, Inc
EnterpriseHR

Policy No.
WC039-00001-021

Endorsement No.
Premium

Countersigned by _____

Date Issued: 6/28/2021

SUNZ Insurance Company

WC 00 03 13
(Ed. 4-84)

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Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☑ **YES**
☐ **NO**

Razorback LLC Company	177 Anclote Rd. Address
 Authorized Signature	Tarpon Springs, FL 34689 City, State, Zip Code
Anthony Houllis, MGRM Printed Name & Title	727-938-9500 Telephone No.
Anthony@razorbackllc.com Email	N/A Fax No.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Tarpon Springs

Anthony Houllis, being first duly sworn, deposes and says that:

He/she is MGRM of Razorback LLC, Proposer that has submitted the attached Qualification;

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

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

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

Razorback LLC Company	177 Anclote Rd. Address
A+H Authorized Signature	Tarpon Springs, FL 34689 City, State, Zip Code
Anthony Houllis, MGRM Printed Name & Title	727-938-9500 Telephone No.
Anthony@razorbackllc.com Email	N/A Fax No.

Subscribed and sworn to before me this 10 day of AUGUST 2021.

Heather B. Stamas

NOTARY
Title

My Commission Expires: 7-10-23

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

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

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

From : Insert Information Razorback LLC
"Contractor" 177 Anclote Rd.
Tarpon Springs, FL 34689

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 10 **day of** August **(Month)**, 2021 **(Year)**

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

Address: 177 Anclote Rd., Tarpon Springs, FL 34689

_____

Telephone: (727) 938-9500 **Fax:** (_____) _____

Taxpayer Identification Number (TIN): 26-3447303

CORPORATION

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

Address: _____

_____

_____

Telephone: (_____)_____**Fax:** (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature:_____**Date:** _____

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

Company Name: Razorback LLC

Authorized representative (printed): Anthony Houllis

Authorized representative (signature): A+H L

Project Number: **21-WA-01** Date: 8/10/2021

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES FORM

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

1. Name of Company: Coastal Georgia Historical Society
   Address: 610 Beachview Dr., St. Simon's Island, GA 31522
   Point of Contact: Mimi Rogers
   Phone #: (912) 634-7085 Email address: curator@coastalgeorgiahistory.org
   Service(s) Provided: Lighthouse Surface Preparation/Painting. Interior/exterior metal spot repair, priming and finishing areas where rust is present. Paint observation deck, handrails, posts, brackets, door & lantern room. Masonry low pressure washing with mildew deterg
   Dates of Service: 2017-2020

2. Name of Company: City of St. Petersburg, Florida
   Address: 1650 3rd Avenue North St. Petersburg, FL 33713
   Point of Contact: Robert Sparks
   Phone #: 727-201-6706 Email address: Robert.Sparks@stpete.org
   Service(s) Provided: Pressure washing interior/exterior metal, concrete, tool & spot prep/painting, rust, dirt, mold and mildew removal, water proofing, caulking, sealant, waterproofing,
   Dates of Service: 2016-2021

3. Name of Company: City of Winterhaven
   Address: 401 6th Street S.W. Winter Haven, FL 33880
   Point of Contact: Terry Carver
   Phone #: (863) 291-5766 Email address: Tcarver@mywinterhaven.com
   Service(s) Provided: Surface (steel, metals, concrete) preparation, pressure washing, sandblasting, painting water tank walls, metal items, clarifier, renew gel coating on fiberglass plastic weirs and scum baffles.
   Dates of Service: 2013-2020

4. Name of Company: City of Dunedin
   Address: 1140 MLK JR. Ave., Dunedin, FL 34698
   Point of Contact: Brian Antonian
   Phone #: 727-831-1289 Email address: bantonian@dunedinfl.net
   Service(s) Provided:
   Dates of Service: 2018-2021

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

by Anthony Houllis, MGRM
(Print Individual's Name and Title)
for Razorback LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 177 Anclote Rd., Tarpon Springs, FL 34689

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3447303

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 10 day of AUGUST, 20~~19~~ 21.

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of FLORIDA

My commission expires: 7-10-23

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

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other Limited Liability Company (Explain)

Federal Employer Identification Number: 26-3447303

Firm Name: Razorback LLC

Mailing Address: 177 Anclote Rd., Tarpon Springs, FL 34689

Telephone No.: 727-938-9500 Fax No.: N/A

Email Address: Anthony@razorbackllc.com Web Address: www.razorbackllc.com

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Anthony Houllis, MGRM

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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.
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.
177 ANCLOTE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
TARPON SPRINGS, FL 34689

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:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2-10-21

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WA-01 for the Water Plant Lime Silo Refurbishment project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Name:

Date: 8-10-21

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Cut and use this label for Proposal Package

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

RFP# **21-WA-01**

Bidder Name: Razorback LLC

Water Plant Lime Silo Exterior Refurbishment

OPENING DATE/TIME:
August 11, 2021
by 10:00 a.m.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

TAB VII

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: 8/11/2021

TO: The City of Holly Hill, Florida

FROM: Razorback LLC

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

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

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 43,150.00

Price in Letters: FOURTY THREE THOUSAND ONE HUNDRED FIFTY

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

Authorized Signature	177 Anclote Rd. Address
Anthony Houllis, MGRM Printed Name & Title	Tarpon Springs, FL 34689 City, State, Zip Code
Razorback LLC Company	727-938-9500 Telephone No.
8/10/2021 Date	Anthony@razorbackllc.com Email Address.

Attachment: RFP 21-WA-01 Razorback LLC (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

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

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

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

- ☑ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".
- ☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

E+D Contracting Services, Inc.	3201 Mills B Lane Blvd.
Company	Address
	Savannah, GA 31326
Authorized Signature	City, State, Zip Code
James Deas, CEO	912-234-5904
Printed Name & Title	Telephone No.
MShepard@edcompanies.com	912-233-8133
Email	Fax No.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **E & D Contracting Services, Inc.**
2001 Mills B. Lane Boulevard
Savannah, Georgia 31405

as Principal, hereinafter called the Principal, and **Western Surety Company**

a corporation duly organized under the laws of the State of **South Dakota**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount Bid**

Dollars ($ **5 %**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Project No. 21-WA-01; Water Plant Lime Silo Exterior Refurbishment.**

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

Signed and sealed this **11th** day of **August, 2021.**

(Witness)	**E & D Contracting Services, Inc.** *(Principal)*	*(Seal)*
	James E. Dees, Vice President	*(Title)*
(Witness)	**Western Surety Company** *(Surety)*	*(Seal)*
	Regina K. Barnhardt, Attorney-In-Fact	*(Title)*

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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 22nd day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 22nd day of June, 2021, 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
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, 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 11th day of August, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CONFLICT OF INTEREST AFFIDAVIT

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

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

E&D Contracting Services, Inc. — Company

2001 Mills B Lane Blvd. — Address

Authorized Signature

Savannah, GA 31405 — City, State, Zip Code

James Dees, CEO — Printed Name & Title

912-234-5904 — Telephone No.

MShepard@edcompanies.com — Email

912-233-8133 — Fax No.

State of GA)
City of Savannah)

SUBSCRIBED AND SWORN to before me this 10 day of Aug., 2021, by James Dees, who is personally known to me to be the CEO for the Firm, OR who produced the following identification: _____.

R. Stephens

Notary Public

My Commission Expires: March 17, 2024

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50	Fulton Guardrail	$ 586,000.00
70	Transfield WWTP Coating	$ 556,000.00
90	Police Memorial Trail	$ 492,000.00

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

NONE

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 0 **Total Fees for work done on all City projects**

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES:
Bank(s) Maintaining Account(s): United Community Bank
Bull St. Savannah, GA 31404

Surety/Underwriter: (if required) Contractors Bonding of the South
Navigators Insurance

Other References: (Use additional sheets if necessary)

See attached

TYPE OF FIRM:

☒ Corporation/Years in Business: 20. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____ Sole Proprietorship/Years in Business:

☐ _____ Other: Please list: _____ _____

☐

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

E&D Contracting Services, Inc.
Company

2001 Mills B Lane Blvd.
Address

Authorized Signature

Savannah, GA 31405
City, State, Zip Code

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DECLARATION STATEMENT

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

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of August, 2021 in the City of Savannah, in the State of GA.

E+D Contracting Services, Inc.
Company

Authorized Signature

2001 Mills B Lane Blvd.
Address

Savannah, GA 31405
City, State, Zip Code

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☑ **YES**
☐ **NO**

E+D Contracting Services, Inc.
Company

Authorized Signature

James Dus, CEO
Printed Name & Title

mshepard@edcompanies.com
Email

201 Mills B Lane Blvd.
Address

Savannah, GA 31405
City, State, Zip Code

912-234-5904
Telephone No.

912-233-8133
Fax No.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of GA

County of Chatham

James Dees, being first duly sworn, deposes and says that:

He/she is CEO of E+D Contracting, Proposer that has submitted the attached Qualification;

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

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

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

E+D Contracting Services, Inc.
Company

2001 Mills B Lane Blvd.
Address

Authorized Signature

Savannah GA 31405
City, State, Zip Code

James Dees, CEO
Printed Name & Title

912-234-5904
Telephone No.

mshepard@edcompanies.com
Email

912-233-8133
Fax No.

Subscribed and sworn to before me this 10 day of Aug, 2021.

R Shepard

CEO
Title

My Commission Expires: March 17, 2024

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

==

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

E+D Contracting Services, Inc.	2201 Mills B Lane Blvd
Company	Address
[signature]	Savannah, GA 31405
Authorized Signature	City, State, Zip Code
James Dees, CEO	912-234-5904
Printed Name & Title	Telephone No.
mshepard@edcompanies.com	912-233-8133
Email	Fax No.

McGriff Insurance Services
Insurance Agency

[signature]
Signature of Proposer's Agent

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Client#: 1989433 595ED

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/04/2021

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

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

PRODUCER McGriff Insurance Services 7391 Hodgson Memorial Drive Savannah, GA 31406 912 544-5050	CONTACT NAME: PHONE (A/C, No, Ext): 912 544-5050 FAX (A/C, No): E-MAIL ADDRESS:
INSURED E & D Coatings, Inc. & E & D Contracting, Inc. 2001 Mills B. Lane Boulevard Savannah, GA 31405	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Way Insurance Company — 26301 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		S2482404	03/30/2021	03/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $15,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		S2482404	03/30/2021	03/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			S2482404	03/30/2021	03/30/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

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

RFP 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

The City of Holly Hill is named as an Additional Insured, but only as respects operations performed by or on behalf of the Named Insured when required by written contract and subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32217

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tom Stacy

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 21-WA-01** and **Water Plant Lime Silo Exterior Refurbishment**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

E+D Contracting Services, Inc.
Company

201 Mills B Lane Blvd
Address

Authorized Signature

Savannah, GA 31405
City, State, Zip Code

James Dees, CEO
Printed Name & Title

912-234-5904
Telephone No.

mshepard@edcompanies.com
Email

912-233-8133
Fax No.

Bouchard Insurance, a Marsh & McLennan Agency
Insurance Agency

Jennifer Oakley
Signature of Proposer's Agent

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bouchard Insurance for WBS - TG
PO Box 6090
Clearwater, FL 33758-6090

CONTACT NAME: Todd George
PHONE (A/C, No, Ext): (866) 293-3600 ext. 623
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich-American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Workforce Business Services, Inc. Alt. Emp: E & D Contracting Services Inc
1401 Manatee Ave. West Ste 600
Bradenton, FL 34205-6708

COVERAGES CERTIFICATE NUMBER: 20FL079961777 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	WC 90-00-818-10	12/31/2020	12/31/2021	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	12/31/2020	12/31/2021	Client# 053449-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
E & D Contracting Services Inc
NO FIXED ADDRESS
Tallahassee, FL 32301

RFP-21-WA-01
Water Plant Lime Silo Exterior Refurbishment

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd George

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Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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

IN FAVOR OF:

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

WORK PERFORMED BY CO-EMPLOYEES OF:

E & D Contracting Services Inc
NO FIXED ADDRESS
Tallahassee, FL 32301

ON THE FOLLOWING PROJECT:

RFP-21-WA-01
Water Plant Lime Silo Exterior Refurbishment

FEE FOR THIS WAIVER IS:

Premium will be waived

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 Effective: 12/31/2020 Policy No: WC 90-00-818-10 Endorsement No:

Insured: Workforce Business Services, Inc. Alt. Emp: E & D Contracting Services Inc Premium: $

Insurance Company: Zurich-American Insurance Company Countersigned By:

Authorized Representative

Copyright 1983 National Council on Compensation Insurance.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 10 day of August (Month), 2021 (Year)

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / James Dees
(Signature) (Print name)

Address: _____

_____

Telephone: (912) 234-5904 Fax: (912) 233-8133

Taxpayer Identification Number (TIN): 81-0632606

CORPORATION

By: _____ / James Dees
(Signature) (Print name)

Address: 2001 Mills B Lane Blvd.
Savannah, GA 31405

_____

Telephone: (912) 234-5904 Fax: (912) 233-8133

Taxpayer Identification Number (TIN/EIN): 81-0632606

State Under Which Corporation Was Chartered:
GA

Corporate President: Ginger H Dees
(Print Name)

Corporate Secretary: Michael Shepard
(Print Name)

Corporate Treasurer: Ginger H Dees
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: Aug. 10, 2021

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: EHD Contracting Services, Inc.

Authorized representative (printed): James Dees

Authorized representative (signature): _____

Project Number: **21-WA-01** Date: Aug. 10, 2021

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Seacoast Utility Authority
   Address: 4200 Hood Rd Palm Beach Gardens, FL 33410
   Point of Contact: Curtis Robinson
   Phone #: 561-515-2005 Email address: Curtis.robinson@holtzconsulting.com
   Service(s) Provided: Sediment removal & disposal; concrete repairs & coating; removed & replaced stainless steel weirs & diffusers
   Dates of Service: Completed Sept 2020

2. Name of Company: N Charleston Water & Sewer District
   Address: 1000 Hebert St. N Charleston, SC 29486
   Point of Contact: Chad Maurer
   Phone #: 843-764-3072 Email address: Chad.maurer@ncsd.sc.gov
   Service(s) Provided: Removed & replaced 2 Clarifier Mechanisms; Steel catwalk repairs, blasting & painting
   Dates of Service: Completed June 5, 2020

3. Name of Company: Beaufort Jasper Water Authority
   Address: Church Dr. Hardeeville, SC
   Point of Contact: Andrew Merritt
   Phone #: 704-261-1154 Email address: amerritt@sueconstructors.com
   Service(s) Provided: Blasting & Coating of Steel Clarifier Mechanisms; joint Sealant; painting of interior office, pipes & equipment
   Dates of Service: completed June 2018

4. Name of Company: City of Savannah
   Address: 1400 President St, Savannah GA 31404
   Point of Contact: Jaculyn Cramley or Dr. Bryan Shaw
   Phone #: 912-651-6620 (Cramley) Email address: bshaw@savannahga.gov 912-964-0
   jcramley@savannahga.gov
   Service(s) Provided: painting, blasting; steel repairs
   Dates of Service: Annual Contract 2019 for painting various structures @ City's
   April-July 2021 Sandblast & paint Water Tank & paint city logo

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by James Dees, CEO
(Print Individual's Name and Title)

for E&D Contracting Services, Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business is 201 Mills B Lane Blvd. Savannah, GA 31405

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-0632604

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 10 day of Aug., ~~2019.~~ 2021

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of GA

_____
(Type of Identification)

My commission expires: March 17 2024

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: 81-0632406

Firm Name: E&D Contracting Services, Inc.

Mailing Address: 2001 Mills B Lane Blvd.
Savannah, GA 31405

Telephone No.: 912-234-5404 Fax No.: 912-233-8133

Email Address: mshepard@edcompanies.com Web Address: NA

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: James Dees, CEO

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: Aug 11 2021

TO: The City of Holly Hill, Florida

FROM: E&D Contracting Services INC

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $ 45,000.00

Price in Letters: Forty five thousand dollars

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature	2000 Mills B. Lane Blvd Address
James Dees CFO Printed Name & Title	Savannah GA 31405 City, State, Zip Code
E&D Contracting Services INC Company	912 - 234-5904 Telephone No.
August 8 2021 Date	mshepard@edcompanies.com Email Address.

We Acknowledge Addendum 1

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

To All Plan Holders:

The enclosed changes, clarifications and additions are hereby made part of the RFP 21-WA-01 for the Water Plant Lime Silo Refurbishment project as fully and completely as if the same were fully set forth therein. All required forms and addenda must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive:

By signing this Addendum, you acknowledge you have read and fully considered any information in this addendum as though it had been included as a part of the original Request for Proposal.

Name:

Aug 8 2021

Date:

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

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) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.) 201 Mills B 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 81-0632606

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ B Shepard Date ▶ Aug 3, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding [illegible] on its allocable share of net income [illegible] conducting a trade or business in the following cases:

- The U.S. owner of a disregarded

Cat. No. 10231X

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

TNEMEC COMPANY INCORPORATED
Southeastern Resources, INC.
6075 Atlantic Boulevard, Suite L-2 Norcross, GA 30071-1349
TEL: 770-242-9605 FAX: 770-242-0139

MEMO

DATE: 01/05/2021

TO: Whom it may Concern,

FROM: Pat Murphy

SUBJECT: E&D Coatings Inc/ E&D Contracting Services, Inc. - Savannah, GA

Copies: Dan Anderson-TSE

Comments:

I have had the opportunity to work with E&D Contracting Services/E&D Coatings on several coatings/painting projects over the past 8 years. I am the Tnemec Representative for the Savannah, GA area and regularly work with E&D coatings.

E&D has successfully completed projects using Tnemec products that include: Industrial Painting Services for Waste Water Plant Coatings including Concrete Repairs and Liners, Sandblasting and Coating Fuel Storage Tanks, Coating Swimming Pools, Acid Resistant Secondary Containment Coatings, Acid Resistant Floor Coatings and various Epoxy/Urethane Systems.

I feel confident in the experience and expertise that E&D Coatings has in the painting/coatings field and recommend them to anyone who has coatings needs.

If you have any further questions please feel free to call me at 404-915-6345

Sincerely,

Pat Murphy
Tnemec Manufacturers Representative
pmurphy@tnemec.com
(770) 242-9605

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

SHERWIN-WILLIAMS.
Protective & Marine Coatings

January 3, 2021

To Whom It May Concern,

I have had the opportunity to work with E&D Coatings/E&D Contracting Services on several coatings/painting projects over the past 7 years. I am the Sherwin Williams Protective and Marine Coatings Representative for the Savannah area and have regularly worked with E&D.

E&D has successfully completed projects using Sherwin William's products that include: Commercial Painting, Roof Coatings, Industrial Painting including Waste Water Plant Coatings, Sandblasting and Coating Fuel Storage Tanks, Sandblasting and Painting Water Tanks, Polyurea Liners, and Epoxy Floor Coating Systems, and Various Street Light Pole and Traffic Signal Painting Projects.

I feel confident in the experience and expertise that E&D has in the painting/coatings field and recommend them to anyone who has coatings needs.

If you have any further questions please feel free to call me at 843-214-3265

Sincerely,
Allan Haynes
The Sherwin-Williams Co.
Protective & Marine Coatings Group
Allan.c.haynes@sherwin.com

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NORTH CHARLESTON SEWER DISTRICT

Safeguarding today, preserving tomorrow
7225 Stall Road /P.O. Box 63009 North Charleston, SC 29419 843.764.3072

August 4, 2020

Florida Department of Transportation
Contracts Administration Office
605 Suwanee Street
Tallahassee, FL 32399

Re: Letter of Reference for E&D Contracting Services, Inc.

To Whom It May Concern,

E&D Contracting Services, Inc. recently completed The Secondary Clarifier and Catwalk Rehabilitation Project for The North Charleston Sewer District in June 2020 in the amount of $415,915.00. Their work included: Steel Repairs to (3) Catwalk Systems, Washing/Painting (3) Catwalk Systems. Removal and Replacement of (2) Clarifier Rake Mechanisms, abrasive blasting, and coating of (1) Clarifier Rake Mechanism. E&D self-performed the washing, abrasive blasting, and painting /coatings. The project was completed successfully and within the allowed contract time.

Chad Maurer
Plant Superintendent
North Charleston Sewer District

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DEES, JAMES EDWIN JR
E & D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

LICENSE NUMBER: CGC1511869

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.

State of Florida
Department of State

I certify from the records of this office that E & D CONTRACTING SERVICES, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on October 13, 2004.

The document number of this corporation is F04000005884.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 27, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2021

Secretary of State

Tracking Number: 3467980149CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

RON DESANTIS
GOVERNOR

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 7, 2021

E & D CONTRACTING SERVICES, INC
2001 MILLS B LANE BLVD
SAVANNAH, GEORGIA 31405

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
BRIDGE PAINTING, DRAINAGE, GRASSING, SEEDING AND SODDING, R&R MINOR BRIDGES

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between ETO Contracting Services, Inc., duly authorized to conduct business in the State of Florida and whose address is 2001 Mills B Lane Blvd. Savannah GA 31405 hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
James Dees, CEO (Name, Title)
ETO Contracting Services, Inc. (Company)
2001 Mills B Lane Blvd. (Address)
Savannah, GA 31405 (City, State, Zip)
(912) 234-5904 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

FIRMS E&D Contracting Services
By: _____
_____, _____

Dated: Aug. 8, 2021

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: RFP 21-WA-01 E&D ContractingBid (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Request for Proposal

NUMBER
21-WA-01

HOLLY HILL
FLORIDA

Water Plant Lime Silo Exterior Refurbishment

Stella Gurnee, Finance Director

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for Water Plant Lime Silo Exterior Refurbishment

21-WA-01

Water Plant Lime Silo Exterior Refurbishment

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 a.m., August 11, 2021** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Commission Chambers.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 a.m. on July 20th, 2021**. The meeting will be held at Public Works Conference Room , located at 453 LPGA Blvd, Holly Hill, FL 32117. Site visits will be conducted directly after the pre-bid meeting.

Description of work: Services to be provided shall include, but not be limited to the following:

- Proposal will include labor, materials, equipment and all necessary incidentals to complete the task
- The Contractor will be required to include an articulating lift with all needed safety harnesses protocols such as cones as needed
- Pressure Wash Exterior of the Lime Silo Tank including the top of the tank (detail plans of the Silo is attached as Appendix A)
- Tool and spot prime areas of rust
- Apply one coat of Acrylic Exterior Multi Surface Dryfall. Paint material product detail sheets will be submitted for approval prior to acquisition of the paint.
- 2 years labor and material warranty on the paint and any defects.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Stella Gurnee at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 pm on August 4th, 2021**.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specific time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Four (1) originals, three (3) copies and (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "**Water Plant Lime Silo Exterior Refurbishment"**

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

TABLE OF CONTENTS

1) Introduction/Overview 5
A) Purpose/Objective 5
B) Background 5
C) Inquiries 5
D) Method of Source Selection 6
E) Pre-Bid Conference 6
F) Projected Timetable 6
2) General Description of Specifications or Scope of Work 7
A) Contractor Responsibilities/Requirements 7
B) City's Responsibilities 7
3) City's Right to Inspect 8
4) Terms and Conditions of Contract 8
5) General Terms and Conditions 8
A) Licenses 8
B) Principals/Collusion 8
C) Taxes 9
D) Relation of City 9
E) Term Contracts 9
F) Termination 9
G) Liability 9
H) Assignment 9
I) Lobbying 9
J) Single Bid 10
K) Protest Procedures 10
L) Public Entity Crime 10
M) Conflict of Interest 10
N) Prohibition of Gifts to City Employees 10
O) Immigration Reform and Control Act 10
P) Billing Instructions – Awarded Professional Consultants 11
6) Instructions for Bid 11
A) Compliance with the RFP 11
B) Acknowledgment of Insurance Requirements 11
C) Acknowledgment of Bonding Requirements 12
D) Delivery of Bids 13
E) Evaluation of Bids (Procedure) 13
F) Ambiguity, Conflict, or Other Errors in the RFP 14
G) Proposals, Presentation, and Protest Costs 14
H) Acceptance or Rejection of Qualifications 14
I) Requests for Clarification of Proposals 14
J) Validity of Proposals 15
K) Response Format 15
L) Proposal Evaluation Committee and Evaluation Factors 17
PROPOSER CHECK LIST 19
CONFLICT OF INTEREST AFFIDAVIT 22
PROPOSERS QUALIFICATION FORM 23
DECLARATION STATEMENT .....
Insurance Requirements .....

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Non Collusion Affidavit of Prime Qualifier .....
ACKNOWLEDGEMENTS .....
Individual, Firm Corporation, LLC, Partnership or Other Form of Entity .....
Compliance With Public Records Law .....
Vendor References Form .....
Sworn Statement Pursuant to Section 287.133 (A) 33 Statutes of public Entity Crimes .....
Vendor Information .....
Proposal Pricing Form .....
IRS W-9 Form.....

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed contractors to provide for the services as detailed in the RFP scope of services to repaint the Lime Silo located at the Water Treatment Plant located at 453 LPGA Blvd Holly Hill, FL 32117. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for ninety (90) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of , City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period**.

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder my cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2018-2019 and in the City's Annual Budget for fiscal year 2020-2021. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held at 10:00am on July 20, 2021 at the Public Works Conference Room, located at 453 LPGA Blvd, Holly Hill, Florida 32117.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	July 13, 2021
Non-Mandatory Pre-Bid	July 20, 2021 @ 10:00 a.m.
Last Date for Receipt of Written Questions	August 4th, 2021 @ 5:00 p.m.
Addendum Issued (If Applicable)	August 6, 2021 @ 5:00 p.m.
Proposal Opening Date	August 11, 2021 @ 10:00 a.m.
Evaluation	August 13, 2021 @ 10:00 a.m.
Notice of Recommendation	August 13, 2021
City Commission Hearing Date	August 24, 2021 6:00 PM

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

2) General Description of Specifications or Scope of Work

Services to be provided shall include, but not be limited to the following:

- Proposal will include labor, materials, equipment and all necessary incidentals to complete the task
- The Contractor will be required to include an articulating lift with all needed harnesses along safety protocols
- Pressure Wash Exterior of the Lime Silo Tank including the top of the tank (detail plans of the Silo is attached as Appendix A)
- Tool and spot prime areas of rust
- Apply one coat of Acrylic Exterior Multi Surface Dryfall. Paint material product detail sheets will be submitted for approval prior to acquisition of the paint.
- 2 years labor and material warranty on the paint and any defects.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.

3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

4) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. No exceptions to these hours shall be made without the expressed written consent of the City.

B) City's Responsibilities

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

2) The City designates the Public Works Director or his designee as being the representative of the City in all matters regarding this solicitation.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for ninety (90) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Contractor(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (120) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

D) Delivery of Bids

All bids are to be delivered before **10:00 a.m**., local time, on or before **August 11, 2021** to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit four (4) hard copies and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "**Water Plant Lime Silo Exterior Refurbishment"**

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications byissuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel?
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

Tab VI, Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

1. Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Qualifications and previous commercial experience, including projects for local Cities in Florida.	**10**
Cost proposal	**80**
Warranties, service level agreements, liquidated damages	**10**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP # 21-WA-01,** Proposal Title **"Water Plant Lime Silo Exterior Refurbishment Replacements Citywide" and Due Date "August 11, 2021 @ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROFESSIONAL SERVICES AGREEMENT
Water Plant Lime Silo Exterior
Refurbishment Replacements Citywide
Request for Proposal (RFP) 21-WA-01

THIS AGREEMENT is made and entered into this_____day of _____, 2021, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #21-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety (90) days from the date of award per the terms and conditions of the RFP.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
_____,_____(Name, Title)
_____. (Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 21-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph A. Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of_____)
City of_____)

SUBSCRIBED AND SWORN to before me this____day of_____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____ Sole Proprietorship/Years in
☐ Business: _____ Other: Please list: _____ _____
☐

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

_____ _____
Company Address

_____ _____
Authorized Signature City, State, Zip Code

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 21-WA-01 "Water Plant Lime Silo Exterior Refurbishment"
Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 21-WA-01**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this____ day of_____, 20__ in the City of_____, in the State of_____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.	
☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP 21-**WA-01 and **Water Plant Lime Silo Exterior Refurbishment**

= =

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

_________________________ Company	_________________________ Address
_________________________ Authorized Signature	_________________________ City, State, Zip Code
_________________________ Printed Name & Title	_________________________ Telephone No.
_________________________ Email	_________________________ Fax No.

____
Insurance Agency

____
Signature of Proposer's Agent

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is_____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Subscribed and sworn to before me this_____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

ACKNOWLEDGEMENTS
RFP # 21-WA-01 Water Plant Lime Silo Exterior Refurbishment

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : Insert Information
"Contractor"

The Contractor agrees to provide Water Plant Lime Silo Exterior Refurbishment as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Plant Lime Silo Exterior Refurbishment called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed ninety (90) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee Water Plant Silo Exterior Refurbishment within 90 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this_____day of_____, _____
(Month) (Year)

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By:_____/_____
(Signature) **(Print name)**

Address: _____

_____

_____
Telephone: (_____)_____**Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:_____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____)_____**Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature:_____**Date:** _____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **21-WA-01** Date: _____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2019.

Personally known_____

OR produced identification_____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of_____

My commission expires:_____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.:_____Fax No.: _____

Email Address:_____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

PROPOSAL PRICING FORM

RFP 21-WA-01

Water Plant Lime Silo Exterior Refurbishment

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: _____

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Plant Lime Silo Exterior Refurbishment**

Price in Integers: $_____

Price in Letters: _____

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

_____	_____
Authorized Signature	Address
_____	_____
Printed Name & Title	City, State, Zip Code
_____	_____
Company	Telephone No.
_____	_____
Date	Email Address.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

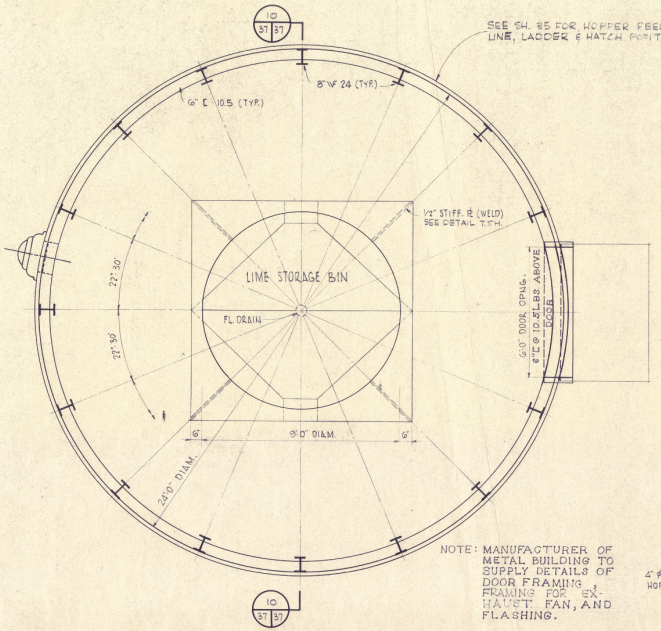
Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# **21-WA-01**

Water Plant Lime Silo Exterior Refurbishment
OPENING DATE/TIME:
August 11, 2021
by 10:00 a.m.

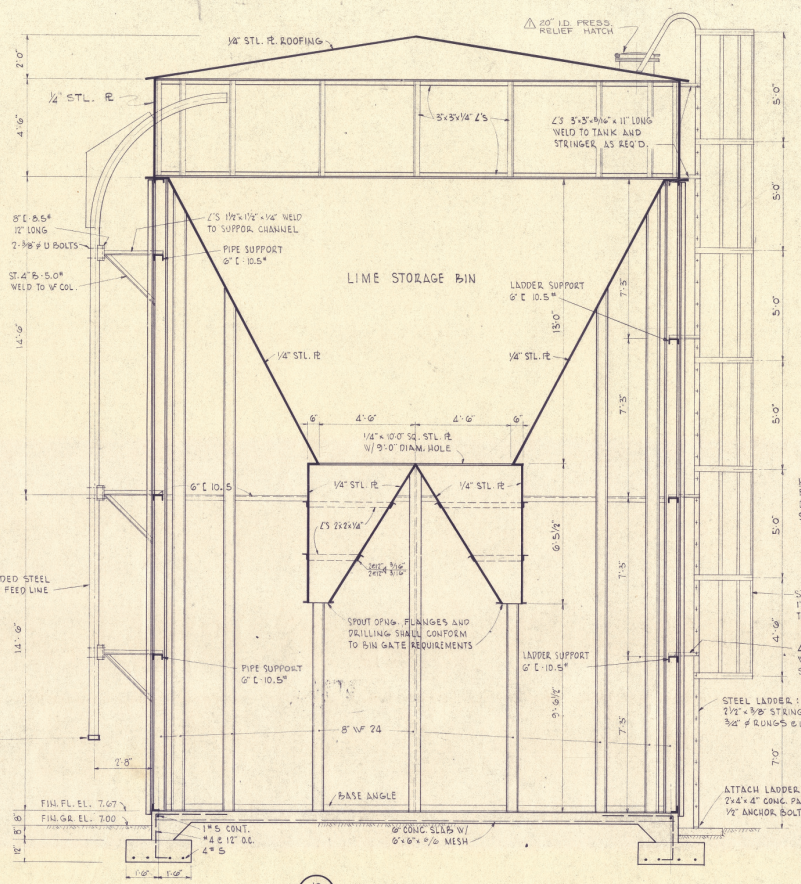
Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)



NOTE: MANUFACTURER OF METAL BUILDING TO SUPPLY DETAILS OF DOOR FRAMING FRAMING FOR EXHAUST FAN, AND FLASHING.

PLAN - LIME HOPPER

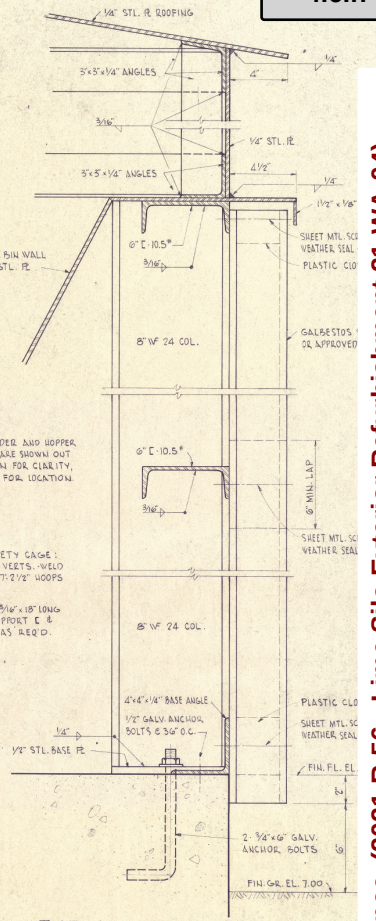
SCALE 3/8" = 1'-0"



SECTION

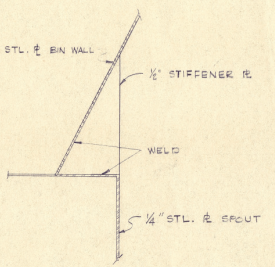
SCALE 3/8" = 1'-0"

NOTE: WELDS TO BE 1/4" CONT FILLET WELDS EXCEPT AS SHOWN.



TYPICAL WALL SECTION

SCALE : 3" = 1'-0"



STIFFENER PLATE DETAIL

SCALE: 3/8" = 1'-0"

NO.	DATE	REVISIONS
1	MAR 71	PRESS RELIEF HATCH ADDED

RUSSELL & AXON
Consulting Engineers, Incorporated
DAYTONA BEACH, FLA. ST. L

WATER WORKS IMPROVEMENTS & PUBLIC WORKS FA
WATER TREATMENT PLANT & PUBLIC WORKS CO
LIME STORAGE BIN — STRUCTURAL
HOLLY HILL, F

DESIGNED BY	FILE No. 6669-3-I-37
DRAWN BY A.J.N.	SHEET No. 37
CHECKED BY WPH	OF 58 SHEETS
DATE AUGUST, 1969	SCALE: AS SHOWN

SECTION NUMBER 8 / 7/9
SHEET NO. SECTION CUT
SHEET NO. SECTION DETAILED

NOTE: DETAILS SUBJECT TO CHANGE TO MEET MANUFACTURER'S SPECIFICATIONS OF EQUIPMENT SELECTED.

Attachment: 21-WA-01 Final To Finance (2021-R-56 : Lime Silo Exterior Refurbishment 21-WA-04)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project "3Rd Street Water Main Improvements" Not to Exceed $88,634.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-57**
APPLICANT:
PLANNER:

DISCUSSION:

The 3rd Street water main needs improvement due to the valves at the point of connection with the main on 3rd St being inoperable and the mains approaching the end of their service life. There is a valve that is leaking and needs to be replaced at the intersection of Cavanah Drive and 3rd Street. The project involves replacement of 2" potable water mains and valves on six (6) streets ending in cul-de-sac on the south side of 3rd Street.

The scope of services from Mead and Hunt, Inc., includes project management, preliminary coordination, project design, permitting, bidding services, services during construction, construction observation and project close out. The consultant will provide agendas and summaries for all design and construction meetings. Engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a continuing services contract with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. The initial term of this contract is five (5) years with options for two (2) renewals for one (1) year each.

Funding for this project has been identified as a capital project code is 21WA05. $88,634.00 account number 407-8110-580-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the 3rd Street Water Main Improvements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3rd STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $88,634.00.

ATTACHMENTS:

- HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (PDF)

Resolution No. 2021-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $88,634.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $88,634.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to improve the 3rd Street water main; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project; and

WHEREAS, the requested amount for this authorization is $88,634.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project "3rd Street Water Main Improvements" not to exceed $88,634.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of AUGUST 2021.

Mead & Hunt

August 6, 2021

Antoine Khoury, P.E.
Public Works Director/City Engineer
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: CITY OF HOLLY HILL
3rd STREET WATER MAIN IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Mr. Khoury:

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The scope includes design, permitting, bidding services, construction administration, and construction observation for the construction of water main improvements in the area near 3rd Street.

We look forward to the opportunity to continue to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

John Mischle
Project Manager

Andrew Giannini, P.E.
Senior Project Manager

JM:AMG:bf

Attachment: Scope of Services
Fee Estimate
Exhibit

cc: Shawn Hebert

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

CITY OF HOLLY HILL
SCOPE OF SERVICES
FOR
3RD STREET WATER MAIN IMPROVEMENTS

HOLLY HILL – GENERAL ENGINEERING SERVICES

This Task Order is in conformance with the Services Agreement for General Engineering Services, RFQ-ENG-15-01 dated December 4, 2015 between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves replacement of 2" potable water mains and valves on six (6) streets ending in cul-de-sacs on the south side of 3rd Street, which are identified on Exhibit A. The project is being undertaken due to the valves at the point of connection with the main on 3rd St. being inoperable and the mains approaching the end of their service life. There is also a valve that is leaking and needs to be replaced at the intersection of Cavanagh Drive and 3rd Street. It is our understanding that the City does not wish to replace the asbestos concrete main on 3rd street at this time.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 11month project anticipated for design/construction.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY COORDINATION

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Subsurface Underground Engineering (SUE) Coordination

MEAD & HUNT will obtain the services of a SUE subconsultant. The SUE costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

Deliverables – Preliminary Coordination

Survey files – PDF & ACAD

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements discussed during the design kick-off meeting. The CITY standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 30% review meeting are addressed in the 60% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – PERMITTING

Specific Permit to Construct PWS Components

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the MEAD & HUNT.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls with the regulators to assist with the responses are included

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Deliverables – Permitting

- Specific Permit to Construct PWS Components application and final permit

PHASE 5 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare one (1) addendum

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – SERVICES DURING CONSTRUCTION

MEAD & HUNT will provide the following services during construction to the CITY:

Prepare Issued for Construction Documents

MEAD & HUNT will incorporate applicable bid-phase modifications to the engineering drawings and technical specifications and provide those to the CITY (in electronic format) for inclusion in the contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will prepare and agenda for and conduct a pre-construction meeting with the CITY and the contractor. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. MEAD & HUNT will distribute meeting summary to attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to four (4) monthly construction progress meetings upon contractor mobilization to monitor project

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

progress and identify issues in a timely manner. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Shop Drawing Review

The contractor will prepare shop drawings of equipment and other components of the work as specified in the contract documents. These shop drawing submittals will be reviewed by MEAD & HUNT for compliance with the design concept and contract requirements. MEAD & HUNT estimates, five (5) original submittals will be submitted for review. MEAD & HUNT cannot estimate how many rejections and resubmittals will be received from the Contractor for re-review. This fee included includes review of up to five (5) submittals to determine the acceptability of materials and equipment (including substitutes, if applicable) proposed by the Contractor. Additional shop drawing review may necessitate the use of contingency funds.

MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, MEAD & HUNT will provide a recommendation on the submittal to the CITY.

Deliverables – Shop Drawing Review

- Shop drawing review packages
- Shop drawing log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to three (3) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. MEAD & HUNT will also prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor. RFI replies will be in writing and will be done expeditiously.

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to four (4) field orders, work directives, Requests for Proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to five (5) monthly payment applications, including the final, from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

PHASE 7 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for full time construction observation/documentation for the duration of the project, as the CITY desires. Full time construction observation is assumed to be 8 hr/day for an average of 5 days/week for 4 months (16 weeks). The inspector will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward complaints. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

Deliverables – Construction Observation

- Reports of Work Activities

PHASE 8 – PROJECT CLOSEOUT

MEAD & HUNT will complete the construction project closeout with the completion/preparation of the following:

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Substantial and final punchlists to be provided electronically to CITY and Contractor.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items
- Final completion punchlist items

Record Drawings

MEAD & HUNT will review contractor final as-builts and prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to CITY.

Deliverables – Record Drawings

- Record Drawings

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- **FDEP PWS permit administered by the Volusia County Health Department**

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

PHASE 9 – SUBCONSULTANTS AND REIMBURSABLES

- Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, permit application fees, etc. Items included in this phase will be billed at actual cost plus 15%.

- Survey – The design survey shall include the entire route, underground utilities identified by surveyor, topography to a point 10' behind the R/W The survey scope by Meyer Land Surveying, Inc. is included herein. This work will be billed at actual cost + 15% as a separate allowance.
- Subsurface Underground Engineering – Vacuum excavation will be performed at the water main tie in locations

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisition
- Geotechnical Engineering
- Special Studies
- Laboratory Services
- Value Engineering
- Redesign per Client or Contractor
- Investigations
- Funding Assistance
- Environmental
- Professional Services Acquisition Assistance
- Completed Project Assessment

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	*220 days*	*Receipt of notice to proceed*
Phase 2 – Preliminary Coordination	*60 days*	*Receipt of notice to proceed*
Phase 3 – Project Design	*60 days*	*Receipt of Survey*
Phase 4 – Permitting	*30 days*	*Client approval of 90% Design*
Phase 5 – Bidding Services	*45 days*	*Client approval of Bid Documents*
Phase 6 – Construction Phase	*140 days*	*Client award to Contractor*

Phase 7 – Construction Observation	*80 days*	*Client award to Contractor (concurrent)*
Phase 8 – Project Closeout	*10 days*	*Client approval of Contractor as-builts*

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is $88,634.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$7,810*	*Lump Sum*
Phase 2 – Preliminary Coordination	*$1,566*	*Lump Sum*
Phase 3 – Project Design	*$20,050*	*Lump Sum*
Phase 4 – Permitting	*$2,592*	*Lump Sum*
Phase 5 – Bidding Services	*$4,072*	*Lump Sum*
Phase 6 – Construction Phase	*$8,827*	*Lump Sum*
Phase 7 – Construction Observation	*$13,760*	*Time & Expenses*
Phase 8 – Project Closeout	*$3,506*	*Lump Sum*
	$62,184	
Phase 9 – Subconsultants/Reimbursables	*$26,450*	*Actual Cost + 15%*
SUBTOTAL	***$88,634***	

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad T. Blais, PE
Title:		Title:	Vice President/Market Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	August 6, 2021

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

Mead & Hunt

CITY OF HOLLY HILL
CITY OF HOLLY HILL 3RD STREET WATER MAIN IMPROVEMENTS
HOLLY HILL - 3RD STREET
ESTIMATED MANHOUR SCHEDULE
August 6, 2021

Phase	Description	Senior Project Engineer	Technician II	Engineer I	Technician I	Technician I	Clerical	Technician I	Administrative Assistant	Mileage	Total Task ($)
	Hourly Rate	$ 172.00	$ 105.00	$ 115.00	$ 86.00	$ 86.00	$ 70.00	$ 86.00	$ 86.00	$ 0.56	See Below
1	**Project Management**										
	Project Coordination and Invoicing	16	35								$ 6,427
	Internal Kick-Off Meeting	1	2	1	1	1					$ 669
	External Kick-Off Meeting	2	3				0.5			$ 20.16	$ 714
	Subtotals	**19**	**40**	**1**	**1**	**1**	**1**	**0**	**0**	**$ 20.16**	**$ 7,810**
2	**Preliminary Coordination**										
	Survey Coordination		3		2						$ 487
	Subsurface Underground Engineering (SUE) Coordination		3		4						$ 659
	Utility Coordination		4								$ 420
	Subtotals	**0**	**10**	**0**	**6**	**0**	**0**	**0**	**0**	**$ -**	**$ 1,566**
3	**Project Design**										
	Prepare 60% documents	8	12	16	60	8					$ 10,324
	60% QA/QC	4	4								$ 1,108
	60% Review Meeting	2	2			1				$ -	$ 640
	Prepare 90% documents	2	4		24	6					$ 3,344
	60% Comment/Response Log			1							$ 115
	90% QAQC	2	2								$ 554
	90% Review Meeting	2	2							$ -	$ 554
	Prepare 100% documents	2	2		16	4					$ 2,274
	90% Comment/Response Log			1							$ 115
	100% QAQC	2	2								$ 554
	100% Review Meeting	1	2			1				$ -	$ 468
	Subtotals	**25**	**32**	**18**	**100**	**20**	**0**	**0**	**0**	**$ -**	**$ 20,050**
4	**Permitting**										
	Specific Permit to Construct PWS Components (County or FDEP)	2	8	2			1				$ 1,484
	Pre-Application Meeting									$ -	$ -
	Specific Permit to Construct PWS Components RAI	1	4		6						$ 1,108
	Subtotals	**3**	**12**	**2**	**6**	**0**	**1**	**0**	**0**	**$ -**	**$ 2,592**
5	**Bidding Assistance**										
	Prepare Bid Set plans and specs	2	4	2	4						$ 1,338
	Bid Set QAQC	2	2								$ 554
	Attend pre-bid	2	2							$ 20.16	$ 574
	Address bidder's questions and prepare addenda	2	4				4				$ 1,044
	Attend bid opening									$ 20.16	$ 20
	Evaluate bids, bid tab, and prepare award recommendation ltr	1	2				2				$ 522
	Attend contract award at commission/council									$ 20.16	$ 20
	Subtotals	**9**	**14**	**2**	**4**	**0**	**6**	**0**	**0**	**$ 60.48**	**$ 4,072**
6	**Services During Construction**										
	Prepare Issued for Construction Documents	2	2		4		2				$ 1,038
	IFC QAQC	1	1								$ 277
	Attend Pre-Construction Meeting	2	2					2	2	$ 20.16	$ 918
	Progress Meetings (assume 4 meeting)		2					2	2	$ 40.32	$ 594
	Shop Drawing Review	2						6	2		$ 1,032
	Requests for Information (RFI's)	2	4					4	2		$ 1,280
	Field/Change Orders	2	4					4	2		$ 1,280
	Pay Application Review and Approval	4						8	12		$ 2,408
	Subtotals	**15**	**15**	**0**	**4**	**0**	**2**	**26**	**22**	**$ 60.48**	**$ 8,827**

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of Services Approval)

Phase	Description	Senior Project Engineer	Technician II	Engineer I	Technician I	Technician I	Clerical	Technician I	Administrative Assistant	Mileage	Total Task ($)
7	**Construction Observation**										
	Full/Part-time Resident Project Representative							160		$ -	$ 13,760
	Subtotals	**0**	**0**	**0**	**0**	**0**	**0**	**160**	**0**	**$ -**	**$ 13,760**
8	**Project Closeout**										
	Substantial Completion Walkthrough							4		$ -	$ 344
	Final Completion Walkthrough		3					4		$ 10.08	$ 669
	Review Final as-builts							6			$ 516
	Record Drawings				4						$ 344
	Record Drawing QAQC	1	1					2			$ 449
	Permitting Closeout	2	8								$ 1,184
	Operation & Maintenance Manual Review										$ -
	Subtotals	**3**	**12**	**0**	**4**	**0**	**0**	**16**	**0**	**$ 10.08**	**$ 3,506**
	TOTAL ALL TASKS	**74**	**135**	**23**	**125**	**21**	**10**	**202**	**22**	**$ 151.20**	**$ 62,184**
										Lump Sum Total	**$ 62,184**
9	**Subconsultant/Reimbursables Breakdown:**									Subs/Reimbursables	$ 26,450
	Description	Amount									
	Survey Allowance	$ 20,000.00								**GRAND TOTAL**	**$ 88,634**
	SUE Allowance	$ 5,000.00									
	Permit Fee/Printing/Reproduction/Postage	$ 1,450.00									
	Total	**$ 26,450.00**									

Notes:
Column 4: Tech 1 = CAD Technician
Column 5: Tech 1 = Specs/Technical Writer
Column 6: Admin
Column 7: Tech 1 = Project Representative
Column 8: Administrative Assistant = Construction Administrator

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3rd Street Water Main Improvements Engineering Scope of Services Approval)

Mead & Hunt

WATER MAIN REPLACEMENT

EXHIBIT

1

Attachment: HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (2021-R-57 : 3Rd Street Water Main Improvements Engineering Scope of

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 24, 2021**
FROM: **Valerie Manning**
SUBJECT: **Granicus Master Subscription Agreement - IQM2 Agendas & Minutes Renewal for FY2022**
NUMBER: **(ID # 3434)**
APPLICANT:
PLANNER:

DISCUSSION:

On August 14, 2018 the new Granicus Master Agreement, formally known as Accela Legislative Management Agenda and Minutes, was brought before the City Commission for renewal. At that time, Granicus was not issuing any renewal quotes. Instead, as mentioned in the agenda item for August 14, 2018, they honored what the city had been paying and charged the same for the following year beginning October 1, 2018 - September 30, 2019 in the amount of $6,615.00.

For the period October 1, 2020 - September 30, 2021 the city was paying and charged $6,615.00.

Per the agreement in 2018, in section **4. Payment, 4.3 - Price Increases**. "The Granicus Product and Service fees shall automatically increase from the previous term's fees by seven (7) percent per year. Therefore, this renewal cost reflects the standard 7% annual uplift in this renewal agreement.

This year, for October 1, 2021 - September 30, 2022, as mentioned in the Granicus Proposal for Holly Hill, the cost reflects the standard 7% annual uplift in this renewal agreement in the amount of $7,078.05.

FISCAL ANALYSIS:

The annual budget request for fiscal year 2021-2022 includes sufficient budget for this request. However, this renewal is contingent upon the Commission approval of the Fiscal year 2021-2022 budget appropriations.

STAFF RECOMMENDATION:

Approve the renewal agreement with Granicus for the IQM2 Agendas and Minutes FY2022.

COMMISSION GOAL:

N/A

MOTION:

Approve the Granicus Proposal for Holly Hill in the amount of $7,078.05 contingent upon the fiscal year 2021-2022 budget appropriations.

- FL_Holly_Hill_FL_Q-148142_2021JULY13_Granicus signed (PDF)
- Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (PDF)
- Granicus Renewal-Invoice - Fully Executed - Oct. 2020-Sept. 2021 (PDF)

DocuSign Envelope ID: 7B96C9D6-E630-4AC9-B4D9-4FC2D27943C8

GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Holly Hill, FL

Granicus Proposal for Holly Hill, FL

ORDER DETAILS

Prepared By:	Bernadette Foley
Phone:	(651) 925-5781
Email:	bernadette.foley@granicus.com
Order #:	Q-148142
Prepared On:	07/13/2021
Expires On:	09/30/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Current Subscription End Date: 09/30/2021

Period of Performance: 10/01/2021 - 09/30/2022

Attachment: FL_Holly_Hill_FL_Q-148142_2021JULY13_Granicus signed (3434 : Granicus Master Subscription Agreement - IQM2 Agendas &

DocuSign Envelope ID: 7B96C9D6-E630-4AC9-B4D9-4FC2D27943C8

GRANICUS

Order Form
Holly Hill, FL

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
IQM2 - Agenda & Minutes	Annual	1 Each	$7,078.05
		SUBTOTAL:	**$7,078.05**

Attachment: FL_Holly_Hill_FL_Q-148142_2021JULY13_Granicus signed (3434 : Granicus Master Subscription Agreement - IQM2 Agendas &

DocuSign Envelope ID: 7B96C9D6-E630-4AC9-B4D9-4FC2D27943C8

GRANICUS

Order Form
Holly Hill, FL

PRODUCT DESCRIPTIONS

Solution	Description
IQM2 - Agenda & Minutes	Easily prepare for meetings, approve agenda items, generate documents, create meeting packets and capture minutes.

Attachment: FL_Holly_Hill_FL_Q-148142_2021JULY13_Granicus signed (3434 : Granicus Master Subscription Agreement - IQM2 Agendas &

GRANICUS

Order Form
Holly Hill, FL

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Holly Hill, FL to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Attachment: FL_Holly_Hill_FL_Q-148142_2021JULY13_Granicus signed (3434 : Granicus Master Subscription Agreement - IQM2 Agendas &

DocuSign Envelope ID: 7B96C9D6-E630-4AC9-B4D9-4FC2D27943C8

GRANICUS

Order Form
Holly Hill, FL

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-148142 dated 07/13/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Holly Hill, FL	
Signature:	
Name:	
Title:	
Date:	

Granicus	
Signature:	DocuSigned by: Jessica Yang 6FF5249C1B604CA...
Name:	Jessica Yang
Title:	Manager of Business and Contracts
Date:	7/13/2021

Attachment: FL_Holly_Hill_FL_Q-148142_2021JULY13_Granicus signed (3434 : Granicus Master Subscription Agreement - IQM2 Agendas &

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**August 14, 2018**
FROM:	**Valerie Manning**
SUBJECT:	**Granicus Master Subscription Agreement - Legislative Agenda Management Agenda and Minutes Software**
NUMBER:	**(ID # 2115)**
APPLICANT:	
PLANNER:	

DISCUSSION:

This is the new Master Subscription Agreement with GRANICUS, previously known as ACCELA Legislative Management Agenda and Minutes.

Because of the transition process, Granicus is not currently issuing any renewal quotes. Instead, they are going to honor what the city has been paying and charge the same for the following year beginning October 1, 2018 - September 30, 2019 in the amount of $6,615.00.

The city began using the Legislative Management Agenda and Minutes software program, also known as Minute Traq, on January 12, 2015. (see included the Accela agreement).

The current lease expires September 30, 2018.

FISCAL ANALYSIS:

The total annual amount for the subscription term for October 1, 2018 through September 30, 2019 is $6,615.00, as stated in the Master Subscription Agreement.

STAFF RECOMMENDATION:

Approve the new lease agreement with Granicus.

COMMISSION GOAL:

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

MOTION:

Approve as submitted by staff.

- FL_Holly Hill IQM2 Renewal Signed (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

Master Subscription Agreement

This Master Subscription Agreement ("Agreement) is made by and between the Holly Hill ("Customer") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Customer and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Customer accepts this Agreement. In the event there is a conflict between this Agreement and any other contract Customer has for the Granicus Products and Services ("Contract"), the terms of the Contract shall prevail. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order, SOW or Exhibit under this Agreement, further specified in Section 7.1.

   "Exhibit" means any exhibit referenced herein and attached hereto.

   "Extension Term" any term that increases the length of the Initial Term of this Agreement.

   "Fees" mean the fees charged by Granicus for the Granicus Products and Services as identified on each Order, SOW or Exhibit and, unless otherwise stated in each Order, SOW or Exhibit, invoiced upon commencement of the Order Term.

   "Granicus Products and Services" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products, services, application software accessible for use by Customer on a subscription basis ("SaaS"), Granicus professional services, content from any professional services or other required equipment components ("Required Hardware"), as specified in each Order, SOW or Exhibit.

   "Initial Term" shall have the meaning specified in the Order, SOW or Exhibit between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

   "Order Term" shall mean the then-current duration of performance identified on each Order, SOW or Exhibit, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

   "Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order, SOW or Exhibit shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order, SOW or Exhibit placed hereunder.

   "Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order, SOW or Exhibit placed between the Parties.

2. **Ordering and Scope**

   2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order, SOW or Exhibit related to the sale and purchase of Granicus Products and Services. Each Order, SOW or Exhibit will generally include an

itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order, SOW or Exhibit must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order, SOW or Exhibit, then the Order, SOW or Exhibit need not be executed by the Parties. Each Order, SOW or Exhibit dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on each Order, SOW or Exhibit, and by this reference is incorporated herein.

2.2. **Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.

2.3. **Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. **Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order, SOW or Exhibit may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. **Use of Granicus Products and Services and Proprietary Rights**

3.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order, SOW or Exhibit. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order, SOW or Exhibit (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order, SOW or Exhibit.

3.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

3.2.2. **Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

3.2.3. **Granicus Communications Suite Subscriber Information**

3.2.3.1. **Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.

3.2.3.2. **Data Obtained through the Granicus Advanced Network**

3.2.3.2.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscriber to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

ORIGINAL

the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.3.2.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.3.2.3. **Opt-in.** During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

3.2.4. **Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.3. **Restrictions.** Customer shall not:

3.3.1. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order, SOW or Exhibit placed hereunder;

3.3.2. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.3. Use the Granicus Products and Services for any unlawful purposes;

3.3.4. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.5. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.6. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. **Customer Feedback.** Customer hereby grants to Granicus an irrevocable, non-exclusive, perpetual, royalty-free transferrable license, with right to sublicense, to use and incorporate into the Granicus Products and Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services.

3.5. **Required Hardware.** For Required Hardware purchased from Granicus by Customer, Granicus will provide to Customer a three (3) year warranty with respect to the Required Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Required Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Required Hardware warranty shall commence on the Effective Date of each applicable Order, SOW or Exhibit.

3.6. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer.

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

4. **Payment**
   - 4.1. **Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order, SOW or Exhibit. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order, SOW or Exhibit will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s). Unless indicated otherwise in the applicable Order, SOW or Exhibit, the fees shall be invoiced by Granicus and paid by Customer as follows:
     - 4.1.1. **Products.** Product setup and annual fees are due at the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order Term, within thirty (30) days of receipt of invoice.
     - 4.1.2. **Services.** Services supporting Products shall be paid annually commencing upon the completion of the Product implementation, or the Product being ready for Customer's use. Fees shall be paid by Customer within thirty (30) days of receipt of invoice.
     - 4.1.3. **Required Hardware.** For Required Hardware, delivery is complete once Customer receives Required Hardware components with the configured Granicus Product and Services.
   - 4.2. **Disputed Invoiced Amounts.** Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.
   - 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall automatically increase from the previous term's fees by seven (7) percent per year.

5. **Representations, Warranties and Disclaimers**
   - 5.1. **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
   - 5.2. **Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
   - 5.3. **Disclaimers.** EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. **Confidential Information**
   - 6.1. **Confidential Information.** It is expected that one Party (disclosing Party) may disclose to the other Party (receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the receiving Party, given the nature of the information and the context in which disclosed.

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

6.2. **Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is rightfully receiving by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing Party without a duty of confidentiality on the third party; (v) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the disclosing Party.

Confidential Information of disclosing Party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and, if allowed by law, only after the recipient has given the owner written notice of such court order or other legal process promptly and the opportunity for the owner to seek a protective order or confidential treatment of such Confidential Information.

6.3. **Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

6.4. **Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

7. **Term and Termination**

7.1. **Agreement Term.** The Agreement Term shall begin on the Effective Date and continue through the latest date of the Order Term of each Order, SOW or Exhibit under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order, SOW or Exhibit will specify an Order Term for the Granicus Products and Services provided under the respective Order, SOW or Exhibit. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order, SOW or Exhibit, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the Order Term, the Granicus Products and Services will automatically renew for an Extension Term equal in duration to the Initial Term, or the then- current Order Term.

7.2. **Effect of Termination.** If the Parties agree to terminate this Agreement and an Order, SOW or Exhibit is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order, SOW or Exhibit until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs or Exhibits shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.

7.3. **Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order, SOW or Exhibit issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

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7.4. **Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. **Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order, SOW or Exhibit. The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. **Limitation of Liability**

8.1. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. **LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. **Indemnification**

9.1. **Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit. In the event of such a Claim, if Granicus determines that an affected Order, SOW or Exhibit is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order, SOW or Exhibit with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This Section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

9.2. **Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.

9.3. **Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. **General**

10.1. **Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. **Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.

10.3. **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.4. **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.

10.5. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.6. **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.7. **No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.8. **Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.

10.9. Force Majeure. Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such causes include but are not limited to acts of God, wars, fires, floods, government regulations, shortage or supplies, acts of terrorism, or strikes.

10.10. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.11. Entire Agreement. This Agreement, together with all Orders, SOWs or Exhibits referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders, SOWs or Exhibits are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Exhibits (excluding orders) hereto; (3) Orders; and (4) all other SOWs or other purchase documents.

10.12. Reference. Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.

10.13. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

PRICING AGREEMENT

PRODUCT	ANNUAL AMOUNT	SUBSCRIPTION TERM
Legislative Management – Agenda and Minutes	$6,615.00	10/1/2018 – 9/30/2019

Granicus	Holly Hill
By: _____ (Authorized Signature)	**By:** _____ (Authorized Signature)
Name: Dawn Kubat (Print or Type Name of Signatory)	**Name:** Joseph A. Forte (Print or Type Name of Signatory)
Title: Vice President of Legal	**Title:** City Manager
Date: 8/01/2018 (Execution Date)	**Date:** 8/15/18 (Execution Date)

Attachment: Granicus Master Subscription Agreement for Legislative Management Agendas & Minutes (3434 : Granicus Master Subscription

GRANICUS

Granicus Proposal for Holly Hill, FL

Granicus Contact

Name: Bernadette Foley

Email: bernadette.foley@granicus.com

Proposal Details

Quote Number: Q-115395

Prepared On: 9/10/2020

Valid Through: 9/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 9/30/2020

Period of Performance: 10/1/2020 - 9/30/2021

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
IQM2 - Agenda & Minutes	Annual	1 Each	$6,615.00
		SUBTOTAL:	**$6,615.00**

Product Descriptions

Name	Description
IQM2 - Agenda & Minutes	Easily prepare for meetings, approve agenda items, generate documents, create meeting packets and capture minutes.

Attachment: Granicus Renewal-Invoice - Fully Executed - Oct. 2020-Sept. 2021 (3434 : Granicus Master Subscription Agreement - IQM2 Agendas

GRANICUS

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Holly Hill, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-115395 dated 9/10/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information	
Name:	Finance Director, City of Holly Hill
Phone:	(386) 248-9426
Email:	sgurnee@hollyhillfl.org
Address:	1065 Ridgewood Avenue Holly Hill, FL 32117

Holly Hill, FL	Granicus
Signature:	Signature: Jessica Yang
Name: Joseph A. Forte	Name: Jessica Yang
Title: City Manager	Title: Manager of Business & Contracts
Date: 9/14/2020	Date: 9.10.2020

ORIGINAL ORIGINAL ORIGINAL

Attachment: Granicus Renewal-Invoice - Fully Executed - Oct. 2020-Sept. 2021 (3434 : Granicus Master Subscription Agreement - IQM2 Agendas

GRANICUS

Invoice

Date	8/31/2020	Invoice #	130886
Terms	Net 30	Due Date	9/30/2020
		P.O. Number	

Granicus
Dept CH – Box 19634
Palatine, IL 60055 - 9634

Please remit via ACH to:
Routing #: 022000020 Acct #: 269099115

Bill To	Sold To
City of Holly Hill 1065 Ridgewood Avenue Holly Hill FL 32117 United States	City of Holly Hill 1065 Ridgewood Avenue Holly Hill FL 32117 United States

Description	Term Start Date	Term End Date	Amount
IQM2 - Agenda & Minutes	10/1/2020	9/30/2021	6,615.00

X Joseph A. Forte, City Manager | Date = 9-2-2020

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

Total	$ 6,615.00 USD
Amount Due	$ 6,615.00 USD
Total	$6,615.00

Attachment: Granicus Renewal-Invoice - Fully Executed - Oct. 2020-Sept. 2021 (3434 : Granicus Master Subscription Agreement - IQM2 Agendas

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 24, 2021**
FROM: **Valerie Manning**
SUBJECT: **Team Volusia - Economic Development Agreement FY2021-2022**
NUMBER: **(ID # 3436)**
APPLICANT:
PLANNER:

DISCUSSION:

This is an Economic Development Agreement for FY2021-2022 with Team Volusia. This agreement mirrors the program requirements of the 2020-2021 agreement, as well as, updated the population figures which was obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program.

That site can be located by the following link: https://www.bebr.ufl.edu/population

FISCAL ANALYSIS:

This is agreement is contingent upon the approval of the FY2021-22 budget appropriation.

STAFF RECOMMENDATION:

Approve the FY2021-2022 agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE FY2021-2022 TEAM VOLUSIA COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT.

- Team Volusia FY2021-2022 Cooperative Economic Development Agreement (PDF)

TEAMVOLUSIA
GREATER DAYTONA REGION

August 10, 2021

Joe Forte
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117-2807

Dear Mr. Forte:

As your City enters the 2021/2022 budget and planning cycle, please accept this updated draft of your current Team Volusia Economic Development Corporation Agreement. It is our hope that you find this agreement useful as a worksheet in assisting you with your 2021/2022 budgeting and planning.

We have mirrored the program requirements of the 2020/2021 agreement, as well as updated the population figures which we obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program. This site is located at http://www.bebr.ufl.edu/population.

We look forward to hearing from you and encourage you to please contact us concerning any area of additional needs by your City and City Commission. We at Team Volusia EDC look forward to continuing our relationship with your City as together we bring economic prosperity to Volusia County.

Respectfully,

Keith A. Norden, CEcD
President and CEO

Attachment: Team Volusia FY2021-2022 Cooperative Economic Development Agreement (3436 : Team Volusia - Economic Development

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 2021 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS, TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has agreed to appropriate the amount of ***Six Thousand One Hundred Ninety-Nine Dollars ($6,199.00)*** in the budget for the fiscal year 2021-2022 to support economic development activities.

WHEREAS, the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to TVEDC the sum of ***Six Thousand One Hundred Ninety-Nine Dollars ($6,199.00)*** *("City Funding")*, such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2021. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

Attachment: Team Volusia FY2021-2022 Cooperative Economic Development Agreement (3436 : Team Volusia - Economic Development

3. **Program Requirements.**
   a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
   b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

Attachment: Team Volusia FY2021-2022 Cooperative Economic Development Agreement (3436 : Team Volusia - Economic Development

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis**. TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:

    - Present cost of direct out-of-pocket City and County incentives, if any
    - Cost of tax revenues forgone, if any, plus interest
    - The amount of other tax revenue streams to be collected by the City
    - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
    - An estimate of the break-even year

6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.

7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

8. **Future Funding**. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

9. **Term of Agreement.** This Agreement shall commence on October 1, 2021 and shall continue in force for a one-year period ending September 30, 2022. In addition, this Agreement may be terminated upon any of the following events;

    a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
    b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
    c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter ($1/4^{th}$) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

Attachment: Team Volusia FY2021-2022 Cooperative Economic Development Agreement (3436 : Team Volusia - Economic Development

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____2021.

CITY OF HOLLY HILL a Florida Municipal Corporation.

By: _____ Date: _____
City of Holly Hill, Mayor

Attest: _____ Date: _____
City of Holly Hill, City Manager

Attest: _____ Date: _____
City of Holly Hill, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith A. Norden Date: August 10, 2021

Attachment: Team Volusia FY2021-2022 Cooperative Economic Development Agreement (3436 : Team Volusia - Economic Development

Title: President + CEO

Attest: Abigail K Robbins Date: 8-10-2021

Attachment: Team Volusia FY2021-2022 Cooperative Economic Development Agreement (3436 : Team Volusia - Economic Development

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Brian Walker**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Approving a Local Government Support Agreement Summary of Terms and Authorizing the City Manager to Sign and Deliver the Letter for Inclusion in the FHFC Application Package; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-58**
APPLICANT:
PLANNER:

DISCUSSION:

Madison Bay is a proposed Senior Affordable Housing Development being requested for the property located at the corner of 3rd Street and Ridgewood Avenue. The project is part of the Florida Housing Finance Corporation Tax Credit program.

The purpose of this item is to discuss and request a local government support agreement/contribution to Madison Bay by way of a term loan from the City of Holly Hill. The loan would only be issued at the end of the completed development prior to a Certificate of Occupancy and be listed as a second mortgage. Holding a mortgage in the second position would bring a level of risk in the rare chance of a bankruptcy. If enough funds were not available to cover the first and second mortgages, the second mortgage would be wiped out.

This year the developer for Madison Bay is requesting the City provide a commitment letter in the amount of $460,000.00 at an interest rate of 4.00%. See Exhibit "A" for a summary of terms.

COMMISSION GOAL:

Goal #3: Implement the CRA Master Plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

Approve a local government support agreement summary of terms and authorize the City Manager to sign and provide the developer for inclusion in their application package.

ATTACHMENTS:

- Madison Bay - Loan Terms (PDF)
- Project Information (PDF)

Resolution No. 2021-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL GOVERNMENT SUPPORT AGREEMENT SUMMARY OF TERMS AND AUTHORIZING THE CITY MANAGER TO SIGN AND DELIVER THE LETTER FOR INCLUSION IN THE FHFC APPLICATION PACKAGE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL GOVERNMENT SUPPORT AGREEMENT SUMMARY OF TERMS AND AUTHORIZING THE CITY MANAGER TO SIGN AND DELIVER THE LETTER FOR INCLUSION IN THE FHFC APPLICATION PACKAGE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Madison Bay, LLC is a Developer wishing to build a Senior Affordable Housing Complex called Madison Bay at the corner of 3rd Street and Ridgewood Avenue; and

WHEREAS, the developer is making application to the Florida Housing Finance Corporation for tax credits; and

WHEREAS, the developer is requesting a letter of financial commitment in the form of a Local Government Support Agreement Summary of Terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill approved the Local Government Support Agreement Summary of Terms and authorizes the City Manager to sign the letter to be included in the developers application to the FHFC.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of AUGUST, 2021.

Madison Bay

Local Government Support Agreement
Summary of Terms

Borrower: Madison Bay, LLC, a Florida limited liability company.

Loan Amount: $460,000.00

Funding Date: End of Construction; prior to Certificate of Occupancy.

Interest Rate: 4.0%

Repayable: Payable Monthly (interest only)

Term: Required to be 22 Years by Wells Fargo, 1st Mortgager

Amortization: 30 Years, principal & interest

Security: A second mortgage lien on the Madison Bay Development.

Conditions to Funding the Loan:
An allocation of tax credits from the Florida Housing Finance Corporation.

Attachment: Madison Bay - Loan Terms (2021-R-58 : Madison Bay Local Government Support Discussion)

RFP NO. 21-P-146KW

MADISON BAY, Holly Hill

Affordable Elderly Apartments

Developer: American Residential Communities

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Contact Person:
Stacy Banach
558 W New England Ave., Suite 230
407-758-4866
sbanach@newsouth.cc

Index

Tab 1 Respondent's Profile and Submittal Letter
- Attachment "A" – Holly Hill Support Letter
- Attachment "B" – FHFC Forms
- Company Profile & Qualifications
- Organizations Docs (Sunbiz)
- Development History
- Development Team
- FHFC – Zoning and Utility Verification Forms

Tab 2 Completed Proposal Form

Tab 3 References

Tab 4 Financial Statement

Tab 5 Forms
- Business Tax Receipt - Statement
- Conflict of Interest Form
- W-9's
- Drug-Free Work Place Form
- Certification Regarding Debarment (Prime)
- Certification Regarding Prohibition Against Contracting with Scrutinized Companies

Tab 6 Project Description
- Attachment "A" – Income & Expenses
- Attachment "B" – Sources & Uses
- Attachment "C" – Site Plan & Elevations
- Attachment "D" – Pictures of Previously Built Developments

Tab 7 Project Need

Tab 8 Project Management and Affordability Compliance

Tab 9 Equal Opportunity Compliance

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 1

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Joseph A. Cottingham
Nika K. Hosseini
Sydney V. Cichon

COBB COLE
Attorneys at Law
Since 1925

Daytona Beach • DeLand

149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171
CobbCole.com

OF COUNSEL
Larry D. Marsh

RETIRED
Thomas S. Hart

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

July 7, 2021

County of Volusia
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd Floor
DeLand, Florida 32720

RFP # 21-P-146KW, Local Government Area of Opportunity Loan for Multi-Family Rental Housing - Madison Bay Affordable Housing Development

To Whom It May Concern:

It is this Firm's pleasure to represent Madison Bay, LLC ("Madison Bay") with respect to its application for the Local Government Area of Opportunity Loan for Multi-Family Rental Housing. Madison Bay's project is a multi-phased senior affordable housing redevelopment located on a vacant and underutilized property in Holly Hill, Florida (i.e., Madison Bay).

The Madison Bay redevelopment will provide a safe, affordable senior housing opportunity within the City of Holly Hill. The redevelopment will incorporate top of the line amenities to ensure the health and well-being of its residents. Madison Bay is an affiliate of American Residential Communities, LLC and New South Residential, LLC, companies with over three decades of experience in developing, operating, and managing affordable housing communities across the United States. Madison Bay aims to provide a vibrant community for its residents through the use of community programming, planned social events, and educational activities.

Enclosed herein please find the requested materials in support of the application. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Michael O. Sznapstajler
Direct Dial (386) 323-9222
Michael.Sznapstajler@CobbCole.com
Fax (386) 944-7963

AMERICAN
RESIDENTIAL
COMMUNITIES, LLC

558 West New England Ave, Suite 230
Winter Park, FL 32789
P: 407-758-4866

July 7, 2021

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

RE: Madison Bay – RFP # 21-P-146KW, Local Government Area of Opportunity Loan for Multi-Family Rental Housing

Volusia County,

American Residential Communities (ARC) is a private sector residential development company that utilizes low income housing tax credits to develop quality affordable housing throughout Florida. We are proposing to develop a property located in the City of Holly Hill's Community Redevelopment Area (CRA), more specifically at the northeast corner of 3rd Street and Ridgewood Ave.

Our proposed Madison Bay development is a 7-Story High-rise for the elderly which will be located in Holly Hill. FHFC requires a total Local Contribution in the amount of $460,000 for anyone applying for the Local Government Area of Opportunity funding preference.

In 2019, Madison Bay applied for and was awarded a commitment for $300,000 by Volusia County. The City of Holly Hill also committed a loan to Madison Bay, LLC in the amount of $260,250. The loan helped bridge the funding gap between the FHFC minimum amount for a High-rise development ($560,250) and the Volusia County grant ($300,000). Together, the $560,250 met FHFC's requirement for local support and Madison Bay was able to apply for tax credits to FHFC.

In 2019, Madison Bay applied to FHFC but did not receive a favorable lottery number. Last year FHFC put in place a policy that if a project from the previous year was awarded tax credits, the entire county where that project was located, was placed at the bottom of the funding list. Thus, no projects were awarded tax credits in Volusia County in 2020.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

We have been working with the City of Holly Hill since 2019 and they are committed to this development. Please refer to **(Attachment "A")** for the City of Holly Hill's Letter of Support.

The County has provided a loan commitment letter as "Exhibit 1" to the RFP. FHFC requires specific Grant or Loan Verification Forms that need to be signed by the local government. FHFC accepts either their "Loan Form" or "Grant Form" for forgivable, non-amortizing loans. We have attached both forms filled out as **(Attachment "B")** with this letter. We will also sign the Exhibit "1" as required by Volusia County.

American Residential Communities has previously developed affordable housing in Volusia County. In 2011, we built Madison Glen, a 96-unit elderly LIHTC development in Ormond Beach. The project has been super successful and demonstrates the quality development Volusia County and Holly Hill can expect from ARC.

As part of our commitment to developing affordable housing and our continuing relationship with the City of Holly Hill, we appreciate the opportunity to apply for this funding from the County. If there is any additional information needed in regards to this application, please do not hesitate to contact us.

Sincerely,

Stacy Banach

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

AMERICAN RESIDENTIAL COMMUNITIES, LLC

558 West New England Ave, Suite 230
Winter Park, FL 32789
P: 407-758-4866

July 6, 2021

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

RE: Memorandum of Authority

To Whom It May Concern:

Please accept this Memorandum of Authority as authorizing Stacy Banach, Manager of New South Residential, LLC and Michael Sznapstajler, attorney at Cobb and Cole to act as the Authorized Agents/Representatives for American Residential Communities, LLC, the Developer for Madison Bay, LLC, a single purpose entity created for the proposed affordable multi-family development located at the NE Corner of 3rd Street and Ridgewood Ave, Holly Hill, FL 32117.

Stacy Banach: 407-758-4866; sbanach@newsouth.cc
Michael Sznapstajler: 386-323-9222; Michael.Sznapstajler@cobbcole.com

Sincerely,
American Residential Communities, LLC
Madison Bay, LLC

Patrick E. Law, Manager

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 6th day of July 2021, by Patrick Law, as Manager of American Residential Communities, LLC, a Florida limited liability company and Madison Bay, LLC, a Florida limited liability company, who is personally known to me.

[NOTARIAL SEAL]

LINDSEY SULTAN
Notary Public - State of Florida
Commission # HH 045026
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

Notary Public, State of Florida
Printed Name: Lindsey Sultan
Commission No.: HH045026
My Commission expires: 9/21/24

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Attachment A

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

HOLLY HILL
FLORIDA

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

July 6, 2021

RE: Madison Bay – Support Letter

To Whom It May Concern,

The City of Holly Hill is providing this letter of support for the proposed Madison Bay affordable elderly development on the property located at the northeast corner of 3rd Street and Ridgewood Ave. The developer, American Residential Communities, has been working together with the City and the CRA to bring this project to fruition.

In 2019, Madison Bay applied for and was awarded a commitment for $300,000 by Volusia County. The City of Holly Hill also committed a loan to Madison Bay, LLC in the amount of $260,250. This loan helped bridge the funding gap between the FHFC minimum amount for a High-rise development ($560,250) and the Volusia County grant ($300,000). Together, the $560,250 met FHFC's requirement for local support and Madison Bay was able to apply for tax credits to FHFC.

In 2019, Madison Bay applied to FHFC but did not receive a favorable lottery number. Last year FHFC put in place a policy that if a project from the previous year was awarded tax credits, the entire county where that project was located, was placed at the bottom of the funding list. Thus, no projects were awarded tax credits in Volusia County in 2020.

The City of Holly Hill still supports the Madison Bay Development and would like to see it move forward this year. By supporting this project, the City of Holly Hill will eliminate the blight associated with this CRA property and take pride in providing high-quality low-income housing for the underserved elderly population. We anticipate the proposed Madison Bay development will benefit the City and County in the following ways.

- Catalyst for New Development
- Increased Tax Revenue
- Job Creation
- Increase Stock of Affordable Elderly Housing

Please let me know if we can provide any additional assistance. You can contact me directly if you have any questions or concerns in this matter.

Sincerely,

Mr. Joe Forte, City Manager

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Attachment B

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: Madison Bay

Development Location: NE Corner of 3rd Street and Ridgewood Ave, Holly Hill
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Volusia, commits $460,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $_____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ _____
Signature Print or Type Name

_____
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: Madison Bay

Development Location: NE Corner of 3rd Street and Ridgewood Ave, Holly Hill

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Volusia commits $ 460,000.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: SHIP
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Company Profile & Qualifications

Brief History of Business:
American Residential Communities, LLC (ARC) specializes in Affordable Senior and Affordable Family apartments with over 2,000 affordable apartment units developed through entities related to its principal, Patrick Law, who has spent the last 15 years developing $300 million worth of low-income tax-credit multi-family housing in Florida, Georgia and Texas.

Organizational Structure of Business:
ARC is the parent development company and Madison Bay, LLC, the FHFC applicant, will be the entity receiving the tax credits from FHFC.

Designation of Developer's Legal Entity:
American Residential Communities, LLC is the developer and is a limited liability company. Madison Bay, LLC is the applicant which is applying for Tax Credits to FHFC and is also a limited liability company.

Sunbiz Report:
See attached "Sunbiz Reports" for American Residential Communities and Madison Bay from the Florida Department of State, Division of Corporations.

Ownership Interests:
Patrick E. Law has 100% ownership of American Residential Communities, LLC and Madison Bay, LLC.

Active Business Venues:
See attached list of "previously" and "currently being built" projects by Patrick E. Law and American Residential Communities, LLC.

Present Status and Projected Direction of Business:
American Residential Communities has developed over 2,200 affordable apartments and continues to be one of the top rated and active affordable development companies applying for tax credits in Florida.

Overall Qualifications to Provide Services Requested:
See attached Company History & Profile and the Development Team backgrounds.

Qualifications of Employees:
See attached Development Team backgrounds.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 21, 2021
Secretary of State
8502088462CC

DOCUMENT# L15000150570

Entity Name: AMERICAN RESIDENTIAL COMMUNITIES, LLC

Current Principal Place of Business:

558 W. NEW ENGLAND AVE.
SUITE 230
WINTER PARK,, FL 32789

Current Mailing Address:

558 W. NEW ENGLAND AVE.
SUITE 230
WINTER PARK,, FL 32789 US

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AMERICAN RESIDENTIAL DEVELOPMENT, LLC
558 W. NEW ENGLAND AVE
SUITE 230
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	LAW, PATRICK E
Address	558 W. NEW ENGLAND AVE. SUITE 250
City-State-Zip:	WINTER PARK FL 32789

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK LAW MANAGER 04/21/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Electronic Articles of Organization For Florida Limited Liability Company

L15000150570
FILED 8:00 AM
September 02, 2015
Sec. Of State
tburch

Article I

The name of the Limited Liability Company is:

AMERICAN RESIDENTIAL COMMUNITIES, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

558 W. NEW ENGLAND AVE.
SUITE 250
WINTER PARK,, FL. 32789

The mailing address of the Limited Liability Company is:

558 W. NEW ENGLAND AVE.
SUITE 250
WINTER PARK,, FL. 32789

Article III

The name and Florida street address of the registered agent is:

AMERICAN RESIDENTIAL DEVELOPMENT, LLC
558 W. NEW ENGLAND AVE
SUITE 250
WINTER PARK, FL. 32789

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PATRICK E LAW

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Article IV

L15000150570
FILED 8:00 AM
September 02, 2015
Sec. Of State
tburch

The name and address of person(s) authorized to manage LLC:

Title: MGR
PATRICK E LAW
558 W. NEW ENGLAND AVE. SUITE 250
WINTER PARK, FL. 32789

Signature of member or an authorized representative

Electronic Signature: PATRICK E. LAW

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

State of Florida
Department of State

I certify from the records of this office that AMERICAN RESIDENTIAL COMMUNITIES, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 2, 2015.

The document number of this limited liability company is L15000150570.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 21, 2021, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of July, 2021

Secretary of State

Tracking Number: 0534710498CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 22, 2021
Secretary of State
7480025601CC

DOCUMENT# L14000187123

Entity Name: MADISON BAY, LLC

Current Principal Place of Business:

558 W. NEW ENGLAND AVE.
SUITE 230
WINTER PARK, FL 32789

Current Mailing Address:

558 W. NEW ENGLAND AVE.
SUITE 230
WINTER PARK, FL 32789 US

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AMERICAN REALTY DEVELOPMENT
558 W. NEW ENGLAND AVE.
SUITE 230
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICK E LAW 04/22/2021

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	LAW, PATRICK E
Address	558 W. NEW ENGLAND AVE. SUITE 230
City-State-Zip:	WINTER PARK FL 32789

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK LAW MANAGER 04/22/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Electronic Articles of Organization For Florida Limited Liability Company

L14000187123
FILED 8:00 AM
December 08, 2014
Sec. Of State
jdharris

Article I

The name of the Limited Liability Company is:

MADISON BAY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

558 W. NEW ENGLAND AVE.
SUITE 250
WINTER PARK, FL. 32789

The mailing address of the Limited Liability Company is:

558 W. NEW ENGLAND AVE.
SUITE 250
WINTER PARK, FL. 32789

Article III

The name and Florida street address of the registered agent is:

PATRICK E LAW
558 W. NEW ENGLAND AVE.
SUITE 250
WINTER PARK, FL. 32789

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PATRICK E. LAW

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Article IV

L14000187123
FILED 8:00 AM
December 08, 2014
Sec. Of State
jdharris

The name and address of person(s) authorized to manage LLC:

Title: MGR
PATRICK E LAW
558 W. NEW ENGLAND AVE. SUITE 250
WINTER PARK, FL. 32789

Article V

The effective date for this Limited Liability Company shall be:

12/08/2014

Signature of member or an authorized representative

Electronic Signature: PATRICK E. LAW

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

State of Florida
Department of State

I certify from the records of this office that MADISON BAY, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 8, 2014, effective December 8, 2014.

The document number of this limited liability company is L14000187123.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 22, 2021, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of July, 2021

Secretary of State

Tracking Number: 5200370934CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

AMERICAN RESIDENTIAL COMMUNITIES

NEW SOUTH RESIDENTIAL

558 West New England Avenue
Suite 250
Winter Park, FL 32789

P: 407-333-1440
F: 407-335-4928

PROFESSIONAL PROFILE

American Residential Communities (ARC) is a Florida based residential development company focused on providing quality affordable housing to the elderly population. ARC's roots were founded in 1986 by EquiNational Properties Corporation, formed in 1975 to pursue property acquisition opportunities as a result of the down real state cycle at that time. The focus then was to develop residential condominiums in South Florida and New Jersey as the real estate market recovered in the late 70's.

In the past 16 years, ARC has developed over 2,200 Affordable Senior and Affordable Family apartments through entities related to its principal, Patrick Law. The overall portfolio includes $300 million of low-income tax-credit multi-family housing in Florida, Georgia and Texas.

Recent Developments

For information on the more recent developments ARC has built as well as the features and amenities for each, please visit the following website:

AmericanResidentialCommunities.net

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

AFFORDABLE APARTMENTS - DEVELOPMENT HISTORY

Completed Developments

Project Name	Date	City, County, State	Type	Units
Westchester Woods	2001	Pflugerville, Travis County, TX	Family	250
Camden Club	2003	Orlando, Orange County, FL	Elderly	215
Hunter's Chase	2003	Thomasville, Thomas County, GA	Family	112
Madison Meadows	2003	Statesboro, Bulloch County, GA	Family	120
Irongate	2004	Ruskin, Hillsborough County, FL	Elderly	160
Madison Woods	2004	Jacksonville, Duval County, FL	Family	240
Madison Green	2006	Palm Coast, Flagler County, FL	Family	128
Lansdowne Terrace	2007	Lutz, Hillsborough County, FL	Elderly	160
Madison Manor	2007	Jacksonville, Duval County, FL	Elderly	160
Madison Cay	2009	Fort Pierce, St. Lucie County, FL	Family	132
Madison Glen	2011	Ormond Beach, Volusia County, FL	Elderly	96
Madison Vines	2011	White City, St. Lucie County, FL	Elderly	92
Madison Reserve	2012	Spring Hill, Hernando County, FL	Elderly	90
Madison Heights	2014	Tampa, Hillsborough County, Fl	Elderly	80
Madison Crossing	2015	Kissimmee, Osceola County, FL	Elderly	86
Madison Crossing II	2017	Kissimmee, Osceola County, FL	Elderly	88
Madison Point	2018	Clearwater, Pinellas County, FL	Elderly	80
			Total	**2,289**

Developments in Progress

Project Name	Date	City, County, State	Type	Units
Madison Landing	2020	Orlando, Orange County, FL	Elderly	110
Madison Highlands	2020	Tampa, Hillsborough County, FL	Elderly	102
Madison Square	2020	Cape Coral, Lee County, FL	Elderly	80
Madison Landing II	2021	Orlando, Orange County, FL	Elderly	96

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

AMERICAN RESIDENTIAL COMMUNITIES | NEW SOUTH RESIDENTIAL

DEVELOPMENT TEAM

PATRICK E. LAW

Patrick is the principal and founder of American Residential Communities, a Florida based development company whose roots were founded in 1986 to be an outgrowth of EquiNational Properties Corporation. EquiNational was founded in 1975 to pursue property acquisition opportunities as a result of the down real estate cycle at that time, and then to develop residential condominiums in South Florida and New Jersey as the real estate market recovered in the late 70's.

In the past 15 years, Pat has developed over 2,200 Affordable Senior and Affordable Family apartments. His overall portfolio includes over $300 million of low-income tax-credit multi-family housing in Florida, Georgia and Texas.

Pat's interest in Florida real estate goes back to 1975, when he did his first deal in Florida, acquiring River Del Rey apartments from the East River Savings Bank with his partner in those days, Easter Savings Bank. He also built multiple condo high rises in Dade County (Aventura/Turnberry) in the late 70s and early 80s.

Pat is a strong advocate for extended 50+ Year Land Use Agreements and constructing long lasting buildings with for multi-generation use (75+ Years).

STACY BANACH

Stacy has been working with Patrick Law for over 14 years. Stacy's success in residential development has stemmed from his education and early career in commercial and residential architecture.

During his long tenure under Patrick Law, Stacy's had the opportunity to work on multifamily projects from all aspects of development. Including beginning pre-development design stages, land use entitlement approvals, building design, building permitting, construction management and post occupancy management.

During the last five years, Stacy has been working specifically on Low Income Housing Tax Credit (LIHTC) development compliance. Some of his acquired skills include: market condition analysis and project feasibility, application qualifications in response to Florida Housing Finance Corp's (FHFC) RFA requirements, coordinating engineering & building parameters for specific projects, negotiating land contracts and general compliance with finance and credit underwriting requirements for LIHTC developments.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

AMERICAN RESIDENTIAL COMMUNITIES | NEW SOUTH RESIDENTIAL

LINDSEY SULTAN

As the newest member of the American Residential Communities team, Lindsey brings over 15 years of public relations and management experience to the group. Transitioning into the affordable housing sector was a bit of luck for Lindsey, taking over for her mother the former CFO after her near 20-year tenure. A graduate of the University of South Carolina, Lindsey spent her early professional career in the hotel and restaurant sector, as a managing partner. Lindsey is honored to be a part of a group like American Residential Communities that looks to provide affordable housing for many generations to come. As CFO Lindsey finds herself responsible for the underwriting process for new projects as well as the financial performance of existing assets.

MICHAEL OLIVER

As Mike has been working in the residential land development sector for more than 30 years. He started his career in 1987 as a civil engineer designing and permitting commercial and residential subdivisions throughout Central Florida. In 1998, Mike became the land development manager for Pulte Homes in South Florida overseeing the development of master planned communities. In 2000, he joined Centex Homes as land acquisition manager overseeing land purchases for the Orlando division.

Although new to the affordable housing market, Mike brings decades worth of land development and acquisition experience to the American Residential Community team.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

PROJECT TEAM MEMBERS

Developer: American Residential Communities, LLC & New South Residential, LLC

Developer Agent: Stacy Banach

Investor: Wells Fargo

General Contractor: Winter Park Construction

Construction Management: Paramount Community Development Corp.

Management Company: Leland Enterprises, Inc.

Architect: David Allen Mallory

Engineer: Hamilton Engineering, Lucas Carlo, P.E.

Attorney (Legal): Zimmerman, Kiser & Sutcliffe, P.A.

Attorney (LIHTC): Brian J. McDonough

LIST OF STAFF FOR OPERATING THE DEVELOPMENT

Property Manager & Assistant Manager (Full Time)

Responsible for all phases of the administration and operation of the community. The on-site manager directs and controls all personnel and property resources in order that the property is maintained in good physical condition and in accordance with operating budgets and plans. Additionally, the on-site manager oversees leasing, collection of rents and delinquencies, coordination of move-ins and move-outs, and refurbishing apartments. The on-site manager also verifies the accuracy of all computer reports pertaining to the property. The on-site manager reports directly to the Home Office.

Property Maintenance (Full Time)

Oversees the daily maintenance operation including completion of work orders, installation of new appliances, preparation of vacant units, and maintenance of occupied units. The on-site manager supervises all subcontractors. Maintenance also ensures that the property grounds and common areas are kept clean and safe on a daily basis. Maintenance also performs routine inspections of the property's physical equipment and structures and is responsible for maintaining an adequate inventory of basic supplies.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Madison Bay

Development Location: NE Corner of 3rd Street and Ridgewood Ave, Holly Hill
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 86
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Holly Hill (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Brian Walker
Print or Type Name

Community Development Director
Print or Type Title

10/26/2020
Date Signed

1065 Ridgewood Ave
Address (street address, city, state)

Holly Hill, FL 32117
Address (street address, city, state)

386-248-9424
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2020)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER

Name of Development: Madison Bay

Development Location: NE Corner of 3rd Street and Ridgewood Ave, Holly Hill

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 86

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

CERTIFICATION

I certify that the foregoing information is true and correct.

Antoine Khoury	City of Holly Hill
Signature	Name of Entity Providing Service
Antoine Khoury	1065 Rigewood Avenue,
Print or Type Name	Address (street address, city, state)
City Engineer/Public Works Director	Holly Hill FL 32117
Print or Type Title	
10-22-2020	386-248 4348
Date Signed	Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2020)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE – SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK

Name of Development: Madison Bay

Development Location: NE Corner of 3rd Street and Ridgewood Ave, Holly Hill

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 86

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, Sewer Capacity or Package Treatment is available to the proposed Development; or there are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.

Antoine Khoury
Signature

Antoine Khoury
Print or Type Name

City Engineer/ Public Works Director
Print or Type Title

10-22-2020
Date Signed

City of Holly Hill
Name of Entity Providing Service

1065 Ridgewood Avenue
Address (street address, city, state)

Holly Hill, FL 32117

386-248-4348
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2020)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 2

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

July 7 , 2021

5.0 PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] Madison Bay, LLC has carefully examined the specifications to furnish:

LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN FOR MULTI-FAMILY RENTAL HOUSING

for which proposals were advertised to be received **no later than 3:00 p.m., local time, Wednesday, July 7, 2021** and further declare that [firm name] Madison Bay, LLC will furnish the multi-family rental housing according to specifications.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

Sole Proprietor: ☐ **YES** ☒ **NO** **Total number employees:** N/A

The following information is required in order to be granted a price redetermination.

F.O.B. Destination, freight allowed

All respondents to the RFP shall be ensure that all required information has been submitted per tabs 1-9.

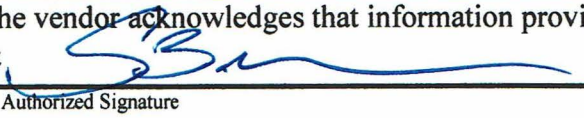
The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposal No. **21-P-146KW** and, that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Further, as attested to by below signature, I will provide the required insurance, per §3.23, *Insurance*, upon notification of recommendation of award.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

The vendor acknowledges that information provided in this proposal is true and correct:

✘  Authorized Signature	
Stacy Banach Printed Name	
Authorized Representative Title	7/6/21 Date
Madison Bay, LLC Company Name	
558 W New England Ave, Suite 230, Winter Park, FL 32789 Full Address	
407-758-4866 Telephone Fax	sbanach@newsouth.cc E-mail Address
Dun & Bradstreet #	Federal I.D. #

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 3

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

6.0 REFERENCES

Agency **#1**	Orange County Housing & Community Development Services
Address	525 E. South Street
City, State, ZIP	Orlando, FL 32801
Contact Person	Mitchell Glasser
E-mail	Mitchell.Glasser@ocfl.net Phone: 407-836-5190
Date(s) of Service	2020-2021
Type of Service	Our Project: Madison Landing & Landing II; Affordable Elderly Housing; 206 units; (2) 7-Story Buildings; County Funding secured for LGAO & Local Contribution
Comments:	See Attached Reference Letter from Orange County.
Agency **#2**	Osceola County Human Services
Address	330 N. Beaumont Avenue
City, State, ZIP	Kissimmee, FL 34741
Contact Person	Danicka Ransom, M.P.A
E-mail	Danicka.ransom@osceola.org Phone: 407-742-8418
Date(s) of Service	2015 and 2017
Type of Service	Our Project: Madison Crossing Phase I and Phase II; Affordable Elderly Housing; 174 units in total; (2) 7-Story Buildings; SHIP Funds secured for Local Contribution
Comments:	See Attached Reference Letter that was provided to Gainesville on behalf of our company last year.
Agency **#3**	City of Tampa, East Tampa CRA
Address	3808 N. 22nd Street
City, State, ZIP	Tampa, FL 33610
Contact Person	Ed Johnson, East CRA Manager
E-mail	Ed.Johnson@tampagov.net Phone: 813-310-7578
Date(s) of Service	2015-2016
Type of Service	Our Project: Madison Heights; Affordable Elderly Housing; 80 units; 7-Story Building; HOME Funds secured for Local Contribution
Comments:	ARC has been working with the East CRA and the Tampa Housing & Community Development Department on a similar project for several years.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

ORANGE COUNTY GOVERNMENT FLORIDA

HOUSING AND COMMUNITY DEVELOPMENT DIVISION
MITCHELL L. GLASSER, *Manager*
525 East South Street • Orlando, Florida 32801
407-836-5150 • Fax: 407-836-5193
www.OrangeCountyFL.net

September 10, 2020

Stacy Banach
New South Residential
558 W. New England Ave., Suite 230
Winter Park, FL 32789

RE: Developer Reference

Dear Mr. Banach:

I am writing this letter to express my support for American Residential Communities, LLC and New South Residential, LLC, developers. The Orange County Housing and Community Development has had a positive experience working the developer for the Madison Landing Apartments, an affordable elderly development currently under construction. The development has been in the planning and approval stages with the County since 2015. During this time, the County collaborated with the developers on development approvals and housing funding commitments in preparation for applications to the Florida Housing Finance Committee (FHFC). The Low Income Housing Tax Credits (LIHTC) award process from FHFC is a very competitive and sometimes take many years of persistence to obtain.

Orange County selected Madison Landing and its developers through a Request for Application process to represent the County for FHFC's 2019 Local Government Areas of Opportunity goal. The County was able to provide a local contribution of $747,000 to the Madison Landing development. The developer's team for Madison Landing worked with myself and my staff in finalizing this local contribution in order to close on low income housing tax credits for this development. The Orange County Board of Commissions approved funding for the local contribution in June of this year. The development is currently under construction and slated to be completed in the fall of 2021.

I am pleased to recommend American Residential Communities and New South Residential, as they have proved to be professional and efficient in every aspect of the affordable housing development approval process. If you have any questions, please do not hesitate to contact me.

Sincerely,

Mitchell Glasser
Manager

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

OSCEOLA COUNTY HUMAN SERVICES
330 N. Beaumont Ave.
Kissimmee, FL 34741
Tel: (407) 742-8400
Fax: (407) 742-8431

Celestia McCloud
Human Services Director
celestia.mccloud@osceola.org

Danicka Ransom
Assistant Human Services Director
danicka.ransom@osceola.org

David Barnett
Human Services Manager
david.barnett@osceola.org

October 3, 2018

RE: Developer Reference

To Whom It May Concern:

Osceola County Human Services is pleased to provide a developer reference for American Residential Communities, LLC, developer for Madison Crossing Phase I and Phase II. The County has been working with American Residential Communities for over 5 years. In our experience, American Residential is a truly qualified developer of Low-Income Housing Tax Credit (LIHTC) properties.

American Residential has recently developed two affordable elderly projects in Osceola County. The 1st Phase (Madison Crossing), has 86 units and was developed in 2015-2016. The 2nd Phase (Madison Crossing II), has 88 units and was developed in 2016-17. Both projects have been a huge success in Osceola County. The County was able to provide local contributions of $20,000 separately for both projects. I have personally been to each of the developments and can attest that American Realty builds quality affordable housing.

I am pleased to recommend American Residential Communities to the City of Gainesville with the hope they get the chance to develop the same quality affordable housing they built in Osceola County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Danicka Ransom

Danicka Ransom, M.P.A.
Assistant Director, Osceola County Human Services
330 N. Beaumont Avenue
Kissimmee, FL 34741
407-742-8418
Danicka.ransom@osceola.org

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

CITY OF CLEARWATER
ECONOMIC DEVELOPMENT & HOUSING, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
112 SOUTH OSCEOLA AVENUE, CLEARWATER, FLORIDA 33756
ECONOMIC DEVELOPMENT: TELEPHONE (727) 562-4220
HOUSING: TELEPHONE (727) 562-4030

October 3, 2018

RE: Developer Reference

To Whom It May Concern:

The City of Clearwater's Economic Development & Housing Department is pleased to provide a developer reference for American Residential Communities, LLC, developer for Madison Point. The City has been working with Stacy Banach and American Residential Communities since 2016. Although we do not have a long relationship with American Residential, in our experience, the development company is a very qualified and experienced developer of Low-Income Housing Tax Credit (LIHTC) properties.

American Residential has recently gone through the City's development approval process and has recently broken ground on Madison Point Apartments, an 80-unit elderly development in downtown Clearwater. The City provided a local contribution for the development of $75,000. In preparation of approving the local contribution for Madison Point, myself and two other staff members visited a similar development built by American Residential in downtown Tampa. It was clear after the visit that American Residential builds quality affordable housing and the City looks forward to the completion of Madison Point.

I am pleased to recommend American Residential Communities to the City of Gainesville. If you have any questions, please do not hesitate to contact me.

Sincerely,

Chuck Lane, Assistant Director
Economic Development & Housing
Phone - (727)562-4023
Fax – (727)562-4037
Charles.Lane@MyClearwater.com

George N. Cretekos, Mayor
Doreen Caudell, Councilmember
Dr. Bob Cundiff, Councilmember
David Allbritton, Councilmember
Hoyt Hamilton, Councilmember
"Equal Employment and Affirmative Action Employer"

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Michael Marra
Vice President

Wells Fargo Bank, NA
Community Lending and Investme
350 East Las Olas Blvd., 19th Floor
Fort Lauderdale, FL 33301
PH: 954-712-3687
Michael.Marra@wellsfargo.com

September 9, 2020

RE: American Residential Development

To Whom It May Concern:

I am writing to let you know of Wells Fargo Banks' interest in providing construction and permanent debt financing for American Residential Development, LLC. Wells Fargo has enjoyed a long-standing successful relationship with American Residential Developoment and its founder, Patrick Law. We have a great deal of confidence in the expertise and strength of the team that American Residential Development has assembled to develop its properties and have proven over the years they can construct a high quality development using Low-Income Housing Tax Credit financing, along with various subordinate sources.

Wells Fargo has provided construction and permanent debt and equity investment to American Residential Development for several years and is committed to deepening our active relationship with them.

Wells Fargo is one of the largest construction lenders and investors in affordable housing in the Southeast and throughout the United States. We also have substantial experience and success in providing creative and responsive debt solutions for Low-Income Housing Tax Credit properties.

Please contact us with any questions regarding Wells Fargo or our experience with this team. Thank you for your consideration of this letter of interest and support.

Sincerely,

Michael J. Marra, Vice President
Community Lending and Investments
(954) 712-3687

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

ZIMMERMAN KISER SUTCLIFFE
Extraordinary Service, Client Driven Results

J. Timothy Schulte, Esquire
tschulte@zkslawfirm.com

September 9, 2020

Mr. John Wachtel
Neighborhood Planning Coordinator
Housing & Community Development Division
City of Gainesville
Building B, Room 245
306 NE 6th Avenue
Gainesville, FL 32602

RE: Business Reference

Dear Mr. Wachtel:

I am honored to provide a business reference for American Residential Communities, LLC. This law firm has represented American Residential Communities, LLC, since its formation in 2015. Moreover, we have represented the principals of American Residential Communities, LLC, Pat Law and Stacy Banach, and their other subsidiaries for many years. In our experience, American Residential is a highly qualified and experienced developer. Its development experience includes low income tax credit housing. We have personally inspected some of their developments and they are premier developments within their markets. Gainesville would be enriched by one of their developments.

I am happy to recommend American Residential Communities, LLC, Pat Law and Stacy Banach to the City of Gainesville. If you have any questions, please feel free to contact me.

Very truly yours,

J. Timothy Schulte, Esquire

JTS/jle

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

MKA
CERTIFIED PUBLIC ACCOUNTANTS

Partners
W. Ed Moss, Jr.
Joe M. Krusick
Cori G. Cameron
Bob P. Marchewka
Ric Perez
James R. Dexter
Thomas F. Regan
Ernie R. Janvrin
Paul F. Smyth
Darby M. Hauck

September 6, 2018

To whom it may concern,

Moss, Krusick & Associates, LLC has performed tax and auditing services for American Realty Development and American Residential Communities for over 10 years. We have found these organizations to be extremely well run, with management displaying a high level of attention to detail and being extremely knowledgeable and professional. We have had no cause for concern regarding management's ethics or integrity.

W. Ed Moss, Jr., Managing Partner, can be contacted for further reference.

Moss, Krusick, & Associates, LLC

501 S. New York Ave.
Suite 100
Winter Park, FL 32789
Phone: 407-644-5811
Fax: 407-644-6022
www.mosskrusick.com

631 US Highway 1
Suite 411
N. Palm Beach, FL 33408
Phone: 561-848-9300
Fax: 561-848-9332

American Institute of Certified Public Accountants

Florida Institute of Certified Public Accountants

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 4

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Financial Statement

The applicant acknowledges that a Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. We will be prepared to supply a financial statement upon request, including a certified audit of the last available fiscal year.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 5

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Business Tax Receipt

The applicant does not does not have a physical location in Volusia County, therefore, no submission of Business Tax Receipt is required. ARC will provide an Orange County Business Tax Receipt upon request.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, *(printed name)* Stacy Banach, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* American Residential Communities, LLC & Madison Bay, LLC whose address is 558 W New England Ave, Suite 230, Winter Park, FL 32789, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, Contracts, or interests associated with this project; and,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: Stacy Banach

Firm Name: American Residential Communities, LLC & Madison Bay, LLC

Date: 7/6/21

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Form **W-9**
(Rev. November 2017)
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.

American Residential Communities, 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) ▶ P

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.

558 W New England Ave Ste 250

6 City, state, and ZIP code

Winter Park, FL 32789

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

3	0	–	1	0	0	1	4	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/10/19

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 might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Form **W-9**
(Rev. November 2017)
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.

Madison Bay 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) ▶ P

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.

558 W New England Ave Ste 250

Requester's name and address (optional)

6 City, state, and ZIP code

Winter Park, FL 32789

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.

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Social security number

			–			–				

or

Employer identification number

8	4	–	2	9	8	4	2	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 9/10/19

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- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

11.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that _____

American Residential Communities, LLC does:
(Name of Firm)

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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Stacy Banach, Agent — 7/6/21

Name and Title — Date

Signature

American Residential Communities, LLC
Firm

558 W New England Ave, Suite 250
Street address

Winter Park, FL 32789
City, State, Zip

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Stacy Banach, Authorized Agent
Name and Title

7/6/21
Date

Signature

American Residential Communities, LLC
Firm

558 W New England Ave, Suite 230
Street address

Winter Park, FL 32789
City, State, Zip

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: American Residential Communities, LLC, By: Patrick E. Law

By: _____
(Authorized Signature)

Title: Manager

Date: 7/6/21

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 6

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Madison Bay, Holly Hill (Volusia County)

Project Description:

The proposed Madison Bay Development is located Holly Hill's Community Redevelopment Area (CRA). The project will serve the Elderly (55+) and will be constructed in two phases, each phase containing between 80 and 86 units.

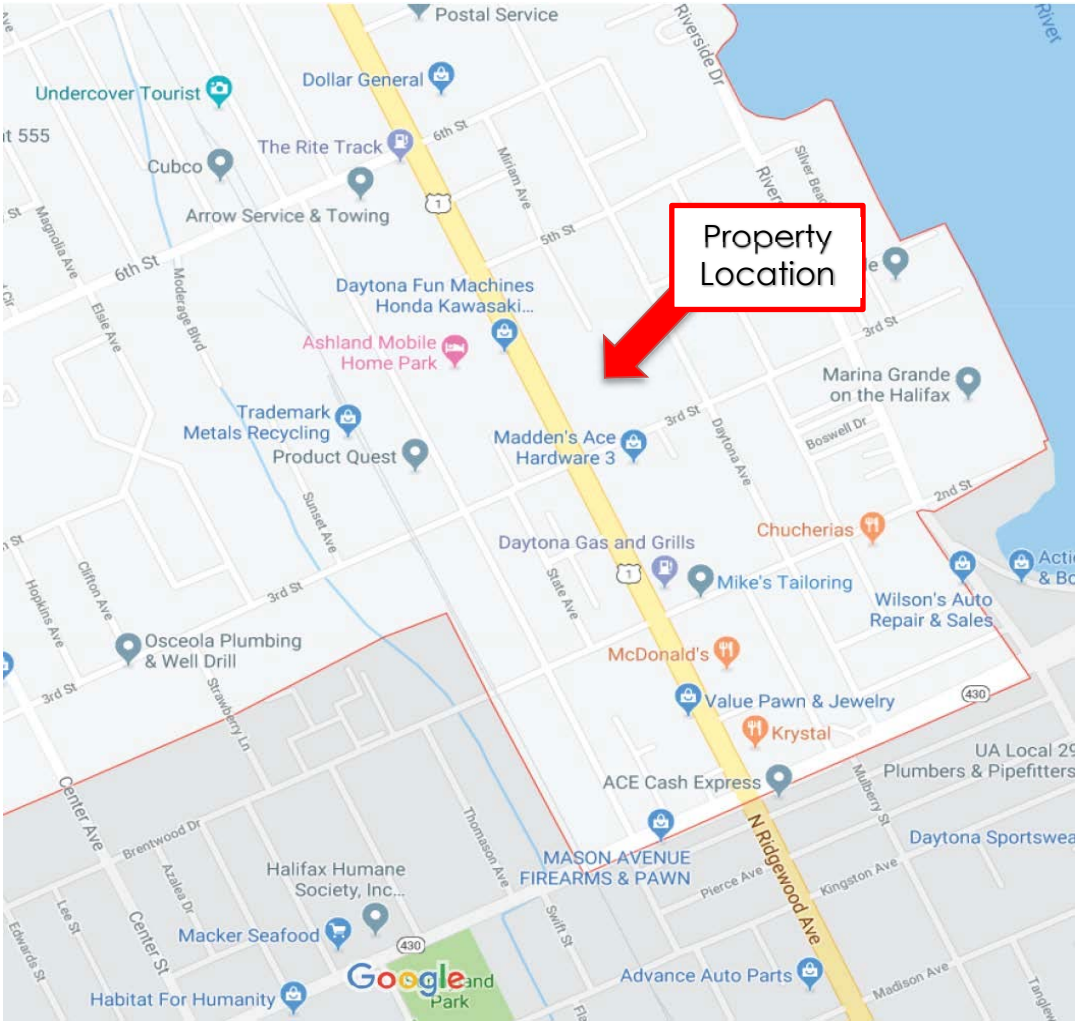
Developer: American Residential Communities, LLC

Applicant:
Madison Bay, LLC
558 W New England Ave, Suite 250
Winter Park, FL 32789

Land Owner:
Blackriver, LLC
2101 John Anderson Drive
Ormond Beach, FL 32176

Project Type: Affordable Elderly LIHTC

Location: City of Holly Hill - CRA
NE Corner of 3rd Street and Ridgewood Ave, Holly Hill, FL 32117



Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Parcel ID Numbers: 42440123-0150, 42440123-0170, 42440123-0130 & 42440123-0220

Acreage: 5.40 AC +/-

Development Type: 7-Story High-rise

Set Aside Period: 50 Years

Unit Mix and Rent Schedule

Bed-rooms	Baths	No. of Units	Unit Size (SF)	Median Income %	2021 Rent Limits	Utility Allowance	Resident Net Rents
1	1	4	574	35% ELI	$429	$65	$364
1	1	3	574	50% SHIP	$613	$65	$548
1	1	33	574	60%AMI	$736	$65	$671
2	2	4	824	35% ELI	$515	$86	$429
2	2	4	824	50% SHIP	$736	$86	$650
2	2	32	824	60% AMI	$883	$86	$797
Totals		**80**					

Set-a-Side Notes:

1. Per this RFP, the awarded project shall provide seven (7) SHIP-assisted units. The SHIP-assisted units must serve households with very-low-income (50% or less of the Area Median Income (AMI) adjusted for family size). We are proposing to dedicate the (7) SHIP units at 50% AMI fixed as shown above.

2. 50% of the ELI units will be reserved for people with “Special Needs”. Special needs programs are administered through referral agencies designated by FHFC. The designated referral agencies for Volusia County are:

- Sunshine Health

The current available programs that could be selected for the special needs for our proposed project would be “Persons with a Disabling Condition or Disabilities”. Although there are no current referral agencies on the FHFC list for “Veterans,” Madison Bay will be inquiring as to how Veterans can be added for this development.

Ability of Project to Proceed:

Madison Bay, LLC has a purchase and sale agreement with the owner of the property. The existing contract meets FHFC’s requirements and gives the applicant the ability to apply for tax credits, go through the scoring process and continue to underwriting. The Closing date in the contract is March 1st, 2022 with extensions up to June 1st, 2022. After the Closing, the applicant will own the property fee simple. The land will then have a recorded land use agreement for affordability for 50 years.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

The site was rezoned in 2006 to a PUD for a developer proposing to build two 170 ft condo buildings. Madison Bay is proposing a similar concept with a PUD with two 72 ft residential multifamily buildings. All approvals for the rezoning were completed in 2019.

All the City's planning and public works (including utilities) departments have reviewed and signed off on the PUD site plan. There are adequate roads, electric service and water/sewer serving the proposed site. Upon completion of both phases, there will be two driveways on 3rd Street and US-1 serving the development. There is an 8" fire line and hydrant located at the southeast corner, there are 2" HDPE lines located on all sides of the site, there are 8" VCP sanitary lines around the perimeter of the site and there are natural gas lines also serving the property. FPL provides electric service to the site and all the adjacent properties.

Attached to this Project Description is the proposed Site Plan & Elevations, see (**Attachment "C").**

Development Schedule:

The applications are due to FHFC on August 26th, 2021. The approval process takes 3-4 months (December 2021). Once the tax credit allocation is approved by the board, the closing usually takes about three months.

Proposed Timelines for Development:

Applications due to FHFC: August 26, 2021
Notification from FHFC of initial status: November 17, 2021
FHFC Board Approval: December 10, 2021
Invitation to Credit Underwriting: December 14, 2021
Close on Tax Credits: April, 2022
Begin Construction: April, 2022
Building C.O.'s: April, 2023
Residents Move-in: May, 2023
Project Stabilization: August, 2023

Development Features & Amenities:

American Residential Communities' affordable apartments typically provide the Features & Amenities listed below. Attached to this project description as (**Attachment "D")** are pictures from our previously completed affordable developments.

FEATURES
Washer & Dryer in each apartment
Full-size Kitchens with Energy Star appliances
Energy Star Windows
Ceiling Fans in all Living Areas
Programmable Thermostats
24-hour Emergency Maintenance
Community Activities
Beautiful Landscaping

AMENITIES
Large Clubhouse
Attractively Decorated Great Room
Arts & Crafts Room
Computer Center
Fitness Center
Picnic Area with Grills
Sparkling Swimming Pool
Children's Playground

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Project Development Budget:

Land: $1,100,000
Construction: $12,601,679
Total Development Costs: $19,450,714
LIHTC Request Amount (Equity): $15,808,419 (FHFC & Wells Fargo)
1st Mortgage (Loan): $1,800,000 (Wells Fargo)
2nd Mortgage (Loan): $460,000 (Volusia County)

Income & Expenses, see (**Attachment "A")** to this Project Description.
Sources & Uses, see (**Attachment "B**") to this Project Description.

Local Government Area of Opportunity Funding Request:

Our proposed development is a 7-Story High-rise, which FHFC requires the Local Government Area of Opportunity funding in the amount of $460,000. In response to this RFP, we are requesting a loan from Volusia County for $460,000. Per the terms of the notice, the loan will be in the form of a 20-year deferred, forgivable loan in the amount of $460,000 with 0% interest.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Madison Bay
Holly Hill

Attachment "A"
Income & Expenses

DESCRIPTION	ANNUAL	PUPY
Revenue		
Gross Potential Rental Revenue	$676,956	$8,462
Other Income:		
Washer/Dryer Rentals		$0.00
Misc	$1,600	$20.00
Gross Potential Income	**$678,556**	**$8,482**
Less:		
Rental Vacancy @ 7%	($47,499)	($594)
Total Effective Gross Income	**$631,057**	**$7,888**
Expenses		
Fixed:		
Taxes	$80,000	$1,000
Insurance	$66,000	$825
Variable:		
Management Fees at 5%	$31,552.85	$394
General and Administrative	$27,600	$345
Advertising	$2,160	$27
Payroll Expenses	$80,000	$1,000
Social Services	$2,720	$34
Utilities - Electric	$38,400	$480
Utilities - Water & Sewer	$22,000	$275
Utilities - Trash	$10,080	$126
Maintenance and Repairs		
Pest Control	$1,600	$20
Turnover/Supplies	$20,000	$250
Landscaping	$14,400	$180
Elevator	$9,600	$120
Legal Expense and Audit	$8,000	$100
Replacement Reserve	$24,000	$300
Total Expenses	**$438,113**	**$5,476**
Net Operating Income	**$192,944**	**$2,412**
Debt Service Payments		
First Mortgage	$112,026	$1,400
Second Mortgage	$15,333	$191.67
Third Mortgage	N/A	N/A
Total Debt Service Payments	**$127,359**	**$1,592**

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Attachment "B"

Madison Bay
Holly Hill

Sources & Uses

80 UNITS **High-Rise (7-Story)**

USES:	Total Costs	HC Ineligible Costs
Site Work	$500,000.00	
New Rental Units	$10,270,000.00	
Recreational Amenities	$150,000.00	
Insurance and Bonds (1.4%)	$152,880.00	
Gen Req'ts, OH& Profit (14% x (Const & Site)	$1,528,799.00	
Total GC Contract	**$12,601,679.00**	**$0.00**
Hard Cost Contingency	$630,083.95	
FF&E	$250,000.00	
Total Construction Cost	**$13,481,762.95**	**$0.00**

GENERAL DEVELOPMENT COSTS	Total Costs	HC Ineligible Costs
Accounting Fees	$25,000.00	
Appraisal	$24,000.00	
Architect's Fee - Design	$292,000.00	
Architect's Fee - Supervision	$35,000.00	
Builders Risk Ins.	$25,000.00	
Building Permit	$50,000.00	
Brokerage Fees (Acquisition Only)	$0.00	
Capital Needs Assessment	$0.00	
Engineering Fees	$60,000.00	
Environmental Report	$5,000.00	
FHFC Administrative Fee	$153,000.00	$153,000.00
FHFC Application Fees	$3,000.00	$3,000.00
FHFC Compliance Fee	$192,182.00	$192,182.00
FHFC Credit Underwriting & PRL Fee	$13,428.00	$13,428.00
Green Building Certification	$20,000.00	
Impact Fees	$393,640.00	
Inspection Fees/Construction Admin	$30,000.00	
Insurance	$60,000.00	$25,000.00
Legal Fees	$100,000.00	
Market Study	$12,500.00	
Marketing/Advertising/Lease Up Operating	$25,000.00	$25,000.00
Property Taxes	$15,000.00	$10,000.00
Relocation Costs	$0.00	$0.00
Soil Test	$12,000.00	
Survey	$10,000.00	
Title and Recording	$100,000.00	$25,000.00
Utility Connection Fees	$6,000.00	
Other (Line Item in App - delete from Draw)	$0.00	
Soft Cost Contingency	$83,087.50	$41,543.75
Total General Development Costs	**$1,744,837.50**	**$488,153.75**

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

FINANCIAL COSTS	Total Costs	HC Ineligible Costs
Construction Loan Origination Fee	$125,183.19	
Construction Loan Interest	$422,298.39	$25,035.20
Closing Costs - Construction	$20,000.00	
Permanent Loan Origination Fee	$18,000.00	$18,000.00
Permanent Loan Closing Cost	$7,500.00	$7,500.00
Operating Reserves		$0.00
Total Financial Costs	**$592,981.58**	**$50,535.20**

CONTINGENCY RESERVES - Use for Apps only		
Development Cost before Developer Fee, Land, Operating Deficit Reserve	**$15,819,582.03**	**$538,688.95**
Developer Fee	**$2,531,132.00**	**$86,190.23**
Operating Deficit Reserves	**$0.00**	**$0.00**
125,000 OP Def Reserve		
Land	$1,100,000.00	$1,100,000.00
TOTAL DEVELOPMENT COSTS (USES)	**$19,450,714.03**	**$1,724,879.18**

CONSTRUCTION SOURCES:	**Total Costs**	
1st Mortgage (Converts to Perm)	$1,800,000.00	
Bridge Loan	$12,288,319.18	
Local Contribution (2nd Mortgage)	$460,000.00	
Add'l Local Contribution	$0.00	
Deferred Land (Paid by Developer)	$0.00	
Housing Credit Equity	$2,371,262.85	
Deferred Developer Fee	$2,531,132.00	
TOTAL SOURCES	**$19,450,714.03**	**$0.00**

PERMANENT SOURCES:	**Total Costs**	
1st Mortgage	$1,800,000.00	
Local Contribution (2nd Mortgage)	$460,000.00	
Third Mortgage (Additional Contribution)	$0.00	
Deferred Land (Paid by Developer)	$0.00	
Housing Credit Equity	$15,808,419.00	
Deferred Developer Fee	$1,382,295.03	
TOTAL SOURCES	**$19,450,714.03**	**$0.00**

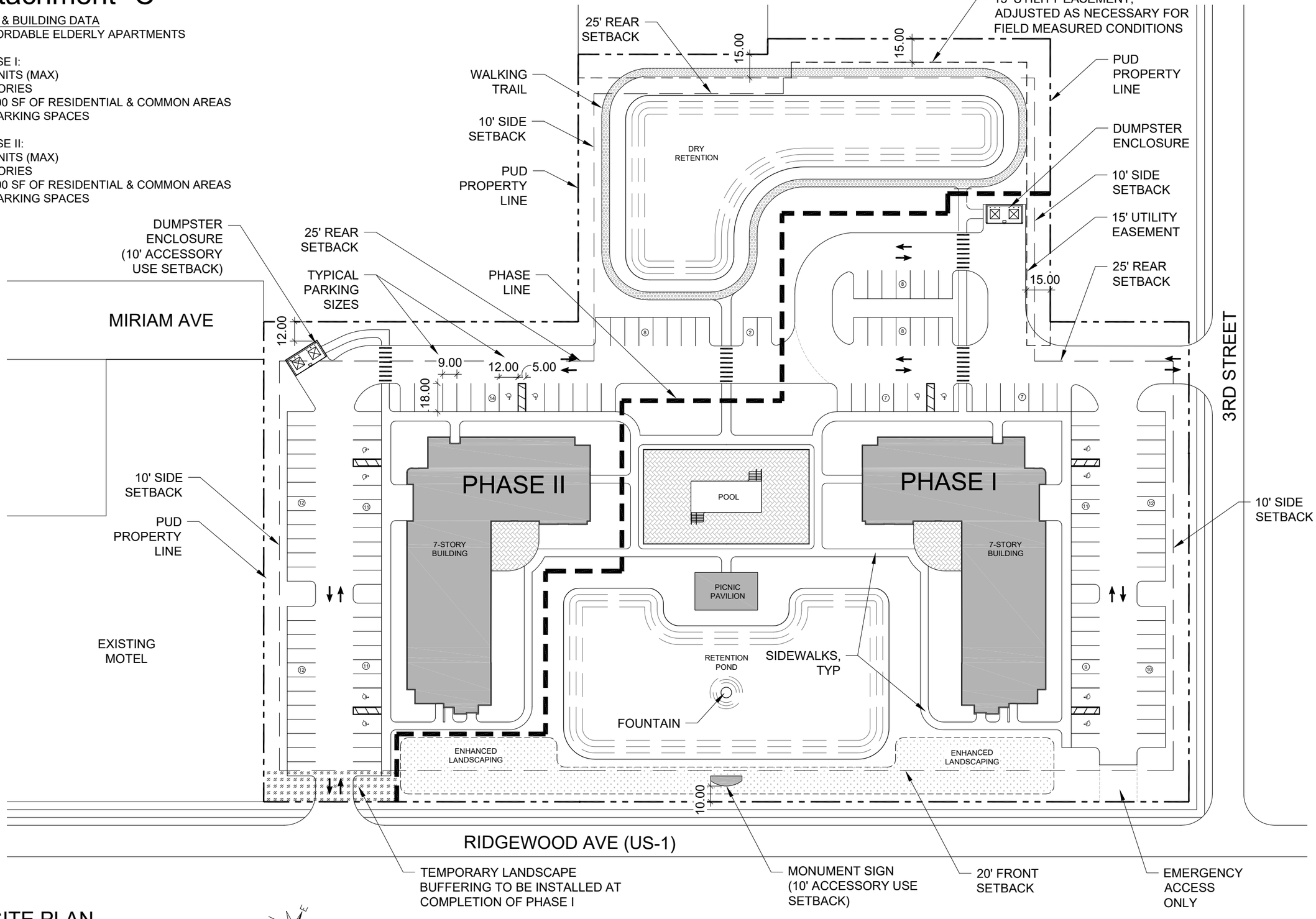
Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Attachment "C"

SITE & BUILDING DATA
AFFORDABLE ELDERLY APARTMENTS

PHASE I:
90 UNITS (MAX)
7 STORIES
80,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES

PHASE II:
90 UNITS (MAX)
7 STORIES
80,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES



1 SITE PLAN
SCALE: 1" = 60'

OWNER: BLACKRIVER, LLC
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

CONTACT: PARAMETRIC DESIGN & DEVELOPMENT, LLC

ADDRESS: 3RD STREET & US-1
HOLLY HILL, FL 32117

CITY: HOLLY HILL

SHEET TITLE: SITE PLAN

PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

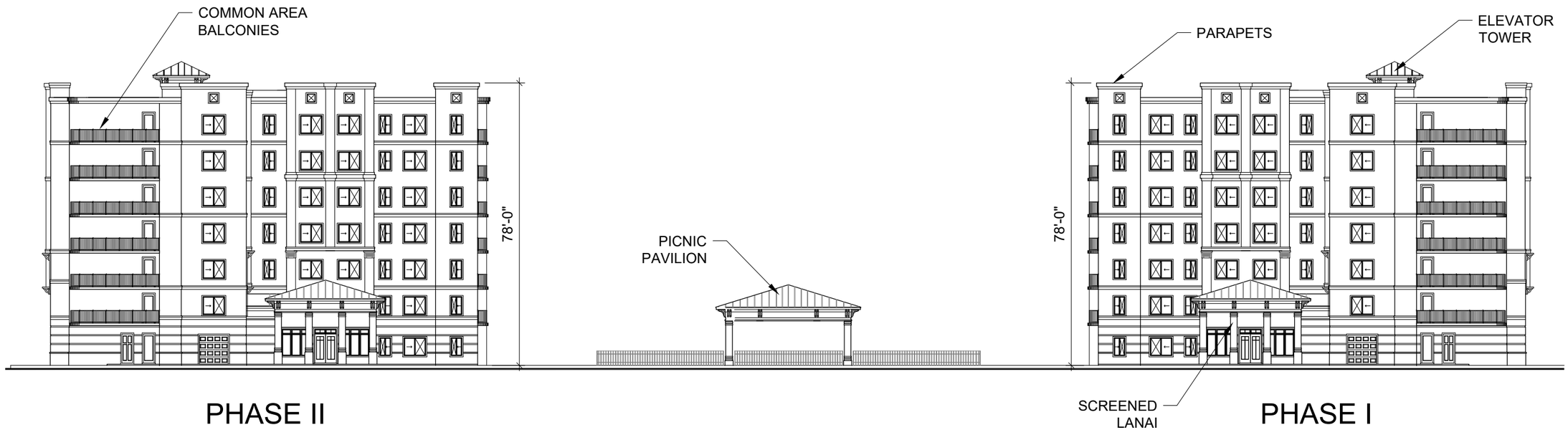
DATE: 07/29/19

REV. NO.	DAT

SHEET:

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Attachment "C"



1 ELEVATIONS - WEST

SCALE: 1" = 30'

OWNER: BLACKRIVER, LLC
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

CONTACT: PARAMETRIC DESIGN & DEVELOPMENT, LL

ADDRESS: 3RD STREET & US-1
HOLLY HILL, FL 32117

CITY: HOLLY HILL

SHEET TITLE: ELEVATIONS

PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

DATE: 07/29/19

REV. NO.	DATE

SHEET:

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

MADISON HEIGHTS
1250
DO NOT
ENTER
DO NOT
ENTER

MADISON CROSSING TOWERS, OSCEOLA COUNTY, FL

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

PHASE II

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

INTERIOR AMENITIES

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

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Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support

TAB 7

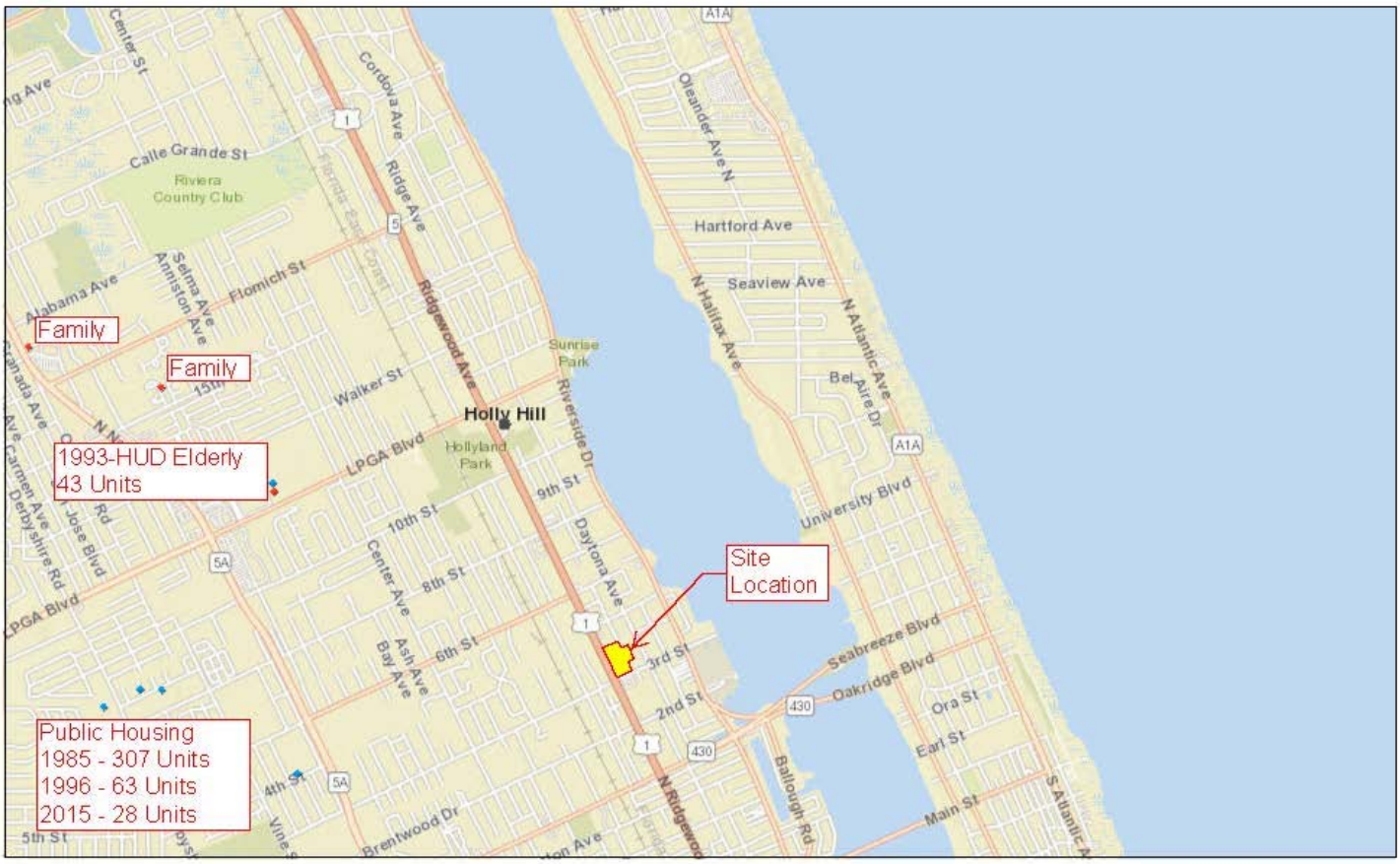
Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Project Need

The Madison Bay development will be an age restricted community catering to the elderly demographic of persons age 55 years and older. There is little debate that affordable housing in general is one of societies greatest needs for all demographic categories. However, as developers of affordable housing we must choose which demographic, family or elderly, we are providing for in each of our projects. Determining which demographic is most needed for a particular community is a difficult and sometimes personal choice with no obvious answer. However, the COVID pandemic has shown us just how vulnerable our elderly population is especially those who must live amongst their younger family members due to a lack of adequate senior housing. We believe that our elderly population should have more options to live in a community restricted to an elderly population. Furthermore, every newly constructed affordable residential unit dedicated to the elderly demographic potentially provides a vacant unit in the family project where they were living.

The surrounding area of south Holly Hill and north Daytona Beach along Ridgewood Avenue has a large elderly population with few affordable housing options. Currently, the City of Holly Hill does not have a single FHFC regulated affordable elderly project within the city boundaries. There are only (2) FHFC Family developments, (3) Public Housing Developments and (1) HUD Elderly project with only 43 units. Below is a graphic printed from FHFC's mapping website showing the area. Madison Bay will provide needed inventory of affordable housing units to relieve the current demand for affordable housing.

Florida Housing Finance Corporation Report



- FHFC Rental Properties as of 12-25-20
- HUD and Rural Rental Development Portfolio as of 09-17-20

1:36,112

0 0.25 0.5 1 mi

0 0.42 0.85 1.7 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

PUBLIC TRANSPORTATION

Many elderly citizens do not drive because of either financial or physical constraints and public transportation becomes one of the most important needs in their lives. Adequate and convenient access to public transportation provides a life link to the many critical services available to them in the community and gives them a means to stay connected to family and friends. Our residents will have access to public transportation at their front door providing mobility to the many available shopping and recreational options.

Voltran is the transportation system operated by Volusia County and it provides transportation to all urban areas of the county with a fleet of 56 revenue-producing fixed route buses, 44 paratransit vehicles, and a commuter van pool program. Votran serves our development with several bus stops located within walking distance of the property. In fact, there is one stop located directly in front of the site on Ridgewood Avenue. There are eight additional bus stops within several hundred feet of the site. The availability of bus stops to this development is a beneficial amenity to the elderly demographic it will be serving.

	Note: If walking is greater than 1.2 miles, distance is not shown							
VotranTransit System	**Vehicle (Time)**	**Vehicle (Miles)**	**Walking (Time)**	**Walking (Feet)**	**Bus (Time)**	**Walking to Bus (Feet)**	**Route(s)**	**How Often**
Bus Stop #3A, 3B, 3C, 3N, 3S (North)	-	-	1 Min	100 Ft	-	100 Ft	3	30 Min
Bus Stop #3A, 3B, 3C, 3N, 3S (South)	-	-	2 Min	300 Ft	-	300 Ft	3	30 Min
Bus Stop #3A (East)	-	-	3 Min	500 Ft	-	500 Ft	3	30 Min
Bus Stop #5 (South)	-	-	3 Min	500 Ft	-	500 Ft	5	30 Min
Bus Stop #5 (North)	-	-	3 Min	500 Ft	-	500 Ft	5	30 Min
Votran Transfer Station Routes 1, 3A, 3B, 3C, 4, 5, 6, 7, 8, 10, 11A, 11B, 12, 15, 17A, 17B, 18, 19, 60	5 Min	1.2 Mi	27 Min	-	17 Min	100 Ft	3, 5	30 Min

COMMUNITY SERVICES

The development is located on an urban infill site in the Holly Hill CRA with proximity to abundant community services and resources. Additionally, there are many parks, retailers, churches, and other necessary services within walking distance of the development. The following are just some of these services in close proximity to the property:

Food Services: Residents at Madison Bay will have direct access to convenience stores, grocery stores and seafood stores by means of bus, vehicle or walking. The site is in walking distance to a Dollar General. All other major grocery and produce stores are located within 2 miles and available by bus, with bus stops located at the project entrance less than 100 feet away.

Grocery Stores	**Vehicle (Time)**	**Vehicle (Miles)**	**Walking (Time)**	**Walking (Feet)**	**Bus (Time)**	**Walking to Bus (Feet)**	**Route(s)**	**How Often**
Dollar General	1 Min	0.4 Mi	7 Min	2,000 Ft	4 Min	100 Ft	3	30 Min
Citco	1 Min	0.3 Mi	6 Min	1,500 Ft	4 Min	100 Ft	3	30 Min
JR Food Mart	2 Min	0.6 Mi	11 Min	3,100 Ft	5 Min	100 Ft	3	30 Min
Medina Deli & Grocery	3 Min	1.2 Mi	14 Min	3,700 Ft	7 Min	500 Ft	5	30 Min
Seven Star Food Store	4 Min	1.5 Mi	-	-	14 Min	500 Ft	5	30 Min
Macker Seafood	4 Min	1.5 Mi	-	-	14 Min	500 Ft	5	30 Min
Winn-Dixie	5 Min	1.9 Mi	-	-	16 Min	500 Ft	5	30 Min
Save-A-Lot	5 Min	2.1 Mi	-	-	12 Min	500 Ft	5	30 Min
Aldi	6 Min	2.1 Mi	-	-	25 Min	500 Ft	5	30 Min

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Medical: Madison Bay is applying for an elderly demographic, and therefore hospitals, doctor's offices and pharmacies will be vital services for the tenants. Halifax and Advent Health are located within minutes of the property. Residents will have access to a broad range of family and specialty care. There are multiple family doctors, clinics and pharmacies located just minutes from the site.

Hospitals	**Vehicle (Time)**	**Vehicle (Miles)**	**Walking (Time)**	**Walking (Feet)**	**Bus (Time)**	**Walking to Bus (Feet)**	**Route(s)**	**How Often**
Halifax Medical Center	10 Min	3.7 Mi	-	-	37 Min	100 Ft	3, 10	30 Min
Advent Health (Daytona)	12 Min	6.0 Mi	-	-	60 Min	100 Ft	3, 19	30 Min
Advent Health Center	15 Min	7.5 Mi	-	-	50 Min	100 Ft	3, 19	30 Min
Family Doctors & Clinics								
A1A Medical Clinic	8 Min	3.2 Mi	-	-	42 Min	100 Ft	3, 1	30 Min
Volusia Medical Center	8 Min	3.4 Mi	-	-	39 Min	100 Ft	3, 10	30 Min
Century Clinical & Family Medicine	8 Min	3.1 Mi	-	-	48 Min	500 Ft	5	30 Min
Urgent Care & Family Practice	9 Min	3.8 Mi	-	-	36 Min	100 Ft	3, 10	30 Min
Pharmacies								
Steve's Pharmacy	5 Min	1.5 Mi	18 Min	4,700 Ft	14 Min	500 Ft	5	30 Min
Holly Hill Pharmacy	4 Min	2.0 Mi	-	-	11 Min	100 Ft	3	30 Min
Walgreens	6 Min	2.2 Mi	-	-	16 Min	500 Ft	5	30 Min
Walmart	8 Min	3.1 Mi	-	-	22 Min	500 Ft	5	30 Min

Parks, Recreation & Community Centers: With senior lifestyles now commonly depicted as "active adult living", it is important that residents have alternative resources for exercise and outdoor activities beyond what is offered in their place of residence. Holly Hill and Daytona Beach have much to offer active adults, specifically parks and cultural activities. Madison Bay also has extremely close proximity to the Halifax River and the Coastal Beach. This offers residents many outdoor activities to choose from. The following table provides a sample of the many parks available to the residents.

Parks & Recreation	**Vehicle (Time)**	**Vehicle (Miles)**	**Walking (Time)**	**Walking (Feet)**	**Bus (Time)**	**Walking to Bus (Feet)**	**Route(s)**	**How Often**
Ross Point Picnic Park	2 Min	0.6 Mi	11 Min	3,200 Ft	-	-	-	-
Sica Hall Community Center	4 Min	1.0 Mi	20 Min	5,300 Ft	11 Min	100 Ft	3	30 Min
Holly Hill Recreation Department	4 Min	1.0 Mi	20 Min	5,300 Ft	11 Min	100 Ft	3	30 Min
Holly Land Park	4 Min	1.0 Mi	20 Min	5,300 Ft	11 Min	100 Ft	3	30 Min
Sunrise Park	4 Min	1.4 Mi	-	-	13 Min	100 Ft	3	30 Min
Cypress Park	9 Min	2.7 Mi	-	-	31 Min	100 Ft	3, 7	30 Min
City Island Park	9 Min	2.8 Mi	-	-	33 Min	100 Ft	3, 17	30 Min
Schnebly Recreation Center	8 Min	2.8 Mi	-	-	49 Min	100 Ft	3, 1	30 Min

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 8

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Long-Term Management Plan

American Residential Communities has a long-standing relationship with Leland Enterprises Inc, *(see qualifications below)* a property management company that specializes in affordable housing communities. Leland has the resources and experience to effectively implement our management plan. The following is a summary of the comprehensive long-term management plan for Madison Bay.

Leland, through its on-site manager, is responsible for all phases of the administration and operation of the community. The on-site manager directs and controls all personnel and property resources to ensure the property is maintained in accordance with operating budgets. Additionally, the on-site manager oversees leasing, collection of rents and delinquencies, coordination of move-ins and move-outs. The on-site manager reports directly to the Home Office.

Leland's hiring practices are in conformance with equal opportunity legislation. Staff will consist of one on-site manager and one maintenance person.

Maintenance & Repairs

The maintenance person ensures that the property grounds and common areas are kept clean and safe daily including routine inspections of the property's physical equipment and structures. Tenant work order requests are called in directly to the leasing office which generates a work order to be completed by maintenance. After-hour emergencies are handled by a paging service.

As soon as an apartment becomes vacant, an inspection is performed outlining all needed repairs. All the basic equipment in the unit is checked and recorded in the inspection report which is placed in the tenant's file. A walk-through inspection of the apartment is done by the manager and new tenant prior to the new tenant's occupancy.

Rental Collections

All rents are due on the first of each month, with a permitted grace period of no later than the fifth of the month. Delinquency notices are sent out after the fifth of each month. A 3-Day Notice is filed on any tenant whose rent accumulates beyond five days. An eviction takes place if the 3-Day Notice debt is not satisfied. Leland Enterprises Inc., has a high collection rate on low-income housing properties (average uncollectible rents of less than 5%).

Marketing and New Leases

Leland will advertise in local newspapers, flyers, circulars, senior housing publications and other effective advertising mediums. Monthly competitive market surveys are done to ensure that rental rates are reasonable for the community. To keep up-to-date on demographics, traffic and renter profile reports are completed weekly along with leasing status reports.

New leases are for a specified term of one year. The standard lease is used along with lease addendums, if necessary. Upon receiving lease renewals, tenants are given the option of renewing for one year. Tenants who find it necessary to terminate a lease during the lease year

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

must pay a termination fee equivalent to two month's rent. Credit checks and employment verifications are done on all new prospective tenants.

Affordability Compliance

American Residential Communities (ARC) owns and operates several affordable developments with Extremely Low Income (ELI) units and Special Needs units or "Link" units. These developments have recorded a Memorandum of Understanding (MOU) for Special Needs Housing Services. In conjunction with the recorded MOU's, ARC's management company, Leland Enterprises Inc., adheres to a contractual agreement with local referral agencies. Leland and ARC will determine the appropriate referral agency for the proposed Madison Bay development based on the overall needs of the community.

Once a needs assessment has been completed and an agreement with a referral agency is in place, Madison Bay will record an MOU and Leland will begin the resident application and screening process. Leland has a great deal of experience managing developments with ELI units, Special Needs units and maintaining compliance with the stringent requirements for these types of units. As part of their obligation to lease these units, Leland maintains an internal management system which includes procedures and policies for resident applications and screening.

Leland Qualifications

Leland Enterprises, Inc. (Leland) is a full-service property management company. Leland manages affordable LIHTC/SAIL/HOME) and conventional apartment communities.

Apartment Management Services
Leland currently manages over 3,500 apartment units in various Central Florida locations. Leland is a full-service management company providing an array of services to property owners. Over 2,000 of the units managed by Leland require low-income housing tax credit compliance. In addition, Leland manages additional units requiring tax-exempt bond and HOME compliance.

Leland oversees the daily operations of all managed properties to ensure maximum performance and adherence to corporate and regulatory guidelines. Management company personnel regularly meet with on-site staff to review concerns and ensure operational efficiencies, including a monthly review with each manager concerning operating statistics and adherence to standards. In addition, company personnel perform unannounced internal audits on each property to determine compliance with operating procedures and policies.

Leland provides all personnel related services, including hiring, training, scheduling, payroll and employee benefits. Leland provides management personnel as well as maintenance staff and a director of maintenance. Leland has qualified construction related personnel on staff to help with difficult repairs. Leland has overseen the contracting for projects such as the reconstruction of fire damaged units and termite damaged buildings.

Leland reviews the physical appearance and structure of each property on a regular basis to

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

determine required maintenance and replacement needs. Leland determines required preventive maintenance schedules and ensures compliance. The company also competitively bids all outside services and products to obtain the highest quality at the lowest price.

Leland secures and maintains all insurance coverages for the properties. All accidents and/or claims are reported on a timely basis. Leland manages each claim with the insurance company to ensure proper handling.

Leland provides comprehensive accounting services, including approval and payment of all invoices, rent rolls, bank reconciliations, fixed asset accounting, payroll accounting, tax return preparation, budgeting and preparation of monthly and year-end financial statements. Leland corresponds with the independent auditors for properties requiring financial statement audits. Leland maintains two certified public accountants on its staff.

Leland also provides on-site legal counsel through an independent attorney to provide timely legal consultation on matters such as landlord/tenant, leases, and collections.

Affordable Communities Managed	**FHFC Program**
Ashley Place	LIHTC/SAIL
Timber Sound	LIHTC/SAIL
Pebble Creek	HOME/BOND
Lancaster Villas	HOME/BOND/SHIP
The Green Gables	HOME/BOND
Beacon Hill	LIHTC/SAIL/BOND
Pasco Woods	LIHTC/SAIL/BOND
Park Springs	LIHTC/SAIL/BOND
Whistler's Park	LIHTC/HOME
Governor's Manor	HOME/BOND
Lake Jennie	HOME/BOND
Mendel Villas	HOME/BOND
Kensington Oaks	HOME/BOND
Anderson Oaks	HOME/BOND
Madison Woods	LIHTC/HUD
Madison Manor	LIHTC Madison
Madison Glen	LIHTC/TCEP
Madison Vines	LIHTC/TCEP
Irongate	LIHTC/HOME/SHIP
Madison Cay	LIHTC
Madison Green	LIHTC/HUD
Madison Manor	LIHTC
Madison Crossing	LIHTC
Madison Crossing II	LIHTC
Madison Point	LIHTC
Madison Landing	LIHTC
Madison Highlands	LIHTC

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

Demonstrated Performance

Leland Enterprises, Inc. has consistently demonstrated its excellent financial property management through its high occupancy (average occupancy of greater than 95% on all properties.

Leland has a strong preventative maintenance program that includes annual air conditioning cleanouts, monitoring of replacement of vinyl and flooring, annual fire extinguisher inspections, quarterly testing of smoke alarms, and quarterly inspection of all units for damage/abuse.

Leland vigilantly enforces all lease provisions, including those concerning the appearance of the units, loitering prohibition, disturbance of neighbors and unauthorized occupants. The vigilant enforcement of these provisions makes the Leland managed communities a safe, decent, affordable, positive environment for families.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

TAB 9

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

American Residential Communities
DBE/MBE & Diverse Workforce
Community Impact Plan

The success of a Community Impact Plan to meet the County's DBE/MBE and Diverse Workforce initiatives requires a partnership between the developer and their General Contractor who plays a critical role in implementing the plan.

American Residential Communities' (ARC) preferred General Contractor is Winter Park Construction (WPC) with offices located at 221 Circle Dr, Maitland, FL 32751. WPC has built three of the last four affordable residential developments for ARC and they are currently building our two most recent high-rise developments, Madison Highlands (Tampa) and Madison Landing (Orange County). WPC has a reputation for building quality projects throughout Central Florida and recently built the multi-family Pendana project in Orlando. For Pendana, WPC was also required to meet the City of Orlando's DBE/MBE and Diverse Workforce initiatives and WPC developed an internal process to comply with these requirements.

WPC will use the same process for the Madison Bay development. The following strategies will be implemented to execute our Community Impact Plan:

Utilize "Smart Bid" software during the bid process allowing the general contractor to:

- Send out plans and specs to thousands of local contractors and subcontractors;
- Target zip codes for the local workforce;
- Identify and track which contractors are registered with the local municipalities;
- Identify and track local contractors;
- Identify, track, and target DBE/MBE contractors and subcontractors;
- Communicate with all bidders during the process.

Host job fairs during the bidding process to:

- Attract local workforce and labor finders;
- Attract local subcontractors.

Advertise in the local papers, flyers and social media.

Communicate with local community leaders to help spread the word to workers in adjacent neighborhoods.

WPC has a proven track record that they have the tools and manpower to fulfill the County's diversity goals and to provide employment opportunities for the Central Florida workforce. As the developer, American Residential Communities will work closely with WPC to ensure these requirements are met and help the County achieve its MBE/WBE and Diverse Workforce goals.

Attachment: Project Information (2021-R-58 : Madison Bay Local Government Support Discussion)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
FROM: **Stella Gurnee**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2020-2021; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-59**
APPLICANT:
PLANNER:

DISCUSSION:

This Budget Amendment will reduce funding in the Sunrise Park Pavilion Improvement Project within the General Capital Projects Fund to provide for restoration and treatment of all park restroom floors to improve ongoing maintenance as well as to complete other repair and maintenance projects. This Budget Amendment will also reduce funding in the Sica Hall Improvements Project to provide operating funding to enhance the landscape and improve erosion control around the SICA Hall building, and to complete other repair and maintenance projects.

FISCAL ANALYSIS:

This Budget Amendment will reduce funding in the Sunrise Park Pavilion Improvement Project within the General Capital Projects Fund by $80,000 to provide for restoration and treatment of all park restroom floors to improve ongoing maintenance in the amount of $26,602, and $53,398 for other repairs and maintenance. This Amendment also reduces funding in the Sica Hall Improvements Project by $68,640 to provide operating funding to enhance the landscape and improve erosion control around the Sica Hall building in the amount of $22,315, and to allow for other repairs and maintenance. The Budget Amendment is shown in Exhibit “A.”

STAFF RECOMMENDATION:

Staff recommends the approval of this Resolution.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages

public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021.

ATTACHMENTS:

- EXHIBIT A - BUDGET RESOLUTION FY2021 08 24 2021 - rev (PDF)

Resolution No. 2021-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2020-R-47, adopted an operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-36, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-39, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-47, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the budget adjustment of ($148,640) revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2020-2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2020-2021 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of AUGUST, 2021.

Exhibit "A"

FY 2020 - 2021 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2020 - 2021	REVENUE	EXPENSE	VARIANCE
301 - GENERAL CAPITAL PROJECTS	$ (148,640)	$ (148,640)	$ -
TOTAL ALL FUNDS	$ (148,640)	$ (148,640)	$ -

Attachment: EXHIBIT A - BUDGET RESOLUTION FY2021 08 24 2021 - rev (2021-R-59 : Budget Resolution for FY2021 - 2022)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
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: **2021-R-60**
APPLICANT:
PLANNER:

DISCUSSION:

During an audit review of Purchasing it was noted that the Field Purchase order section of the Purchasing Policy did not adhere to internal control best practices. Therefore, it was recommended that the Policy be updated. The City's Purchasing Policy resolution 2018-R-30 was adopted May 8, 2018. This Policy was amended by resolution 2020-R-35 on July 28, 2020.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve amendment to section 1.5 of the City's Purchasing Policy resolution 2018-R-30 adopted May 8, 2018 and amended by resolution 2020-R-35 on July 28, 2020.

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 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (DOCX)

Resolution No. 2021-60

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, an audit review recommended an update to the Purchasing Policy to strengthen internal controls on the Field Purchase Order procedures.

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 24th day of AUGUST, 2020.

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

HOLLY HILL
FLORIDA

PURCHASING POLICY MANUAL

May 8, 2018

RESOLUTION 2018-30

PURCHASING POLICIES MANUAL

INTRODUCTION		4
CHAPTER 1	PURCHASING AUTHORITY	4
CHAPTER 2	SOURCE SELECTION AND CONTRACT FORMATION	8
CHAPTER 3	VENDORS	23
CHAPTER 4	CONSTRUCTION BIDS	25
CHAPTER 5	CLOSING OUT A PROJECT	29
CHAPTER 6	BONDS AND BID SECURITY	30
CHAPTER 7	INSURANCE	31
CHAPTER 8	WAIVERS OF BID	32
CHAPTER 9	BID PROTESTS	33
CHAPTER 10	PURCHASE ORDER PROCESS	33
CHAPTER 11	USING DEPARTMENT'S RESPONSIBILITIES	34
CHAPTER 12	MISCELLANEOUS POLICIES	35
CHAPTER 13	CAPITAL ASSETS	36
CHAPTER 14	ETHICS IN PUBLIC CONTRACTING AND PURCHASING	37
CHAPTER 15	PROCUREMENT CARDS	38
CHAPTER 16	PROCEDURES FOR FEDERALLY FUNDED PROJECTS	42
CHAPTER 17	PROCEDURES FOR ISSUNG DEBT	43
CHAPTER 18	WARRANTY REQUIREMENTS	44
CHAPTER 19	PURCHASING POLICY ADOPTION	45
EXHIBIT A	GUIDELINES FOR ESTABLISHING CONTRACT DURATIONS	
EXHIBIT B	23 CFR 635.413	
EXHIBIT C	BROOKS ACT, SECTION 40USC 1101-1104	
EXHIBIT D	2 CFR 200.313 - EQUIPMENT	

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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,

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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POLICY 1.3 PURCHASING REQUISTIONS

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

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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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.

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

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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.

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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.

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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

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- 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.

STANDARDIZAT*ION*

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

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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:

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Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

- 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.

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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.

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Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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 tomake 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 vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

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.

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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.

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

POLICY 3.2 INVOICE PAYMENT

The City of Holly Hill's policy towards vendor invoices is to pay them promptly an 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.

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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

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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 Statutues.

(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

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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.

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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.

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Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

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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 liened.

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.

Contract Price	*Liquidated Damages*
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.

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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

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Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

- 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.

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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 surplused. 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.

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Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

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Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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

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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-

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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.

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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.

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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

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR ESTABLISHING CONSTRUCTION

CONTRACT DURATION

SEPARATE ATTACHMENT

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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;

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(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]

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

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.

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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.

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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.

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(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]

Attachment: Exhibit A (RESOLUTION 2020-XX PURCHASING POLICY AMENDED) (2021-R-60 : Amending the City of Holly Hill's Purchasing

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

HOLLY HILL
FLORIDA

PURCHASING POLICY MANUAL

May 8, 2018

RESOLUTION 2018-R-30
Amended: Resolution 2020-R-35,
07/28/2020

PURCHASING POLICIES MANUAL

INTRODUCTION		4
CHAPTER 1	PURCHASING AUTHORITY	4
CHAPTER 2	SOURCE SELECTION AND CONTRACT FORMATION	8
CHAPTER 3	VENDORS	23
CHAPTER 4	CONSTRUCTION BIDS	25
CHAPTER 5	CLOSING OUT A PROJECT	29
CHAPTER 6	BONDS AND BID SECURITY	30
CHAPTER 7	INSURANCE	31
CHAPTER 8	WAIVERS OF BID	32
CHAPTER 9	BID PROTESTS	33
CHAPTER 10	PURCHASE ORDER PROCESS	33
CHAPTER 11	USING DEPARTMENT'S RESPONSIBILITIES	34
CHAPTER 12	MISCELLANEOUS POLICIES	35
CHAPTER 13	CAPITAL ASSETS	36
CHAPTER 14	ETHICS IN PUBLIC CONTRACTING AND PURCHASING	37
CHAPTER 15	PROCUREMENT CARDS	38
CHAPTER 16	PROCEDURES FOR FEDERALLY FUNDED PROJECTS	42
CHAPTER 17	PROCEDURES FOR ISSUNG DEBT	43
CHAPTER 18	WARRANTY REQUIREMENTS	44
CHAPTER 19	PURCHASING POLICY ADOPTION	45
EXHIBIT A	GUIDELINES FOR ESTABLISHING CONTRACT DURATIONS	
EXHIBIT B	23 CFR 635.413	
EXHIBIT C	BROOKS ACT, SECTION 40USC 1101-1104	
EXHIBIT D	2 CFR 200.313 - EQUIPMENT	

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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,

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

POLICY 1.3 PURCHASING REQUISTIONS

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

- 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.

STANDARDIZAT*ION*

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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:

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

- 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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

not), and the contractor's mark-up. If so doing, the construction contract shall contain language tomake 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 vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

POLICY 3.2 INVOICE PAYMENT

The City of Holly Hill's policy towards vendor invoices is to pay them promptly an 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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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 Statutues.

(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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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 liened.

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.

Contract Price	*Liquidated Damages*
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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

(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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

- 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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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 surplused. 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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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-

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR ESTABLISHING CONSTRUCTION

CONTRACT DURATION

SEPARATE ATTACHMENT

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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;

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

(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]

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

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.

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

(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]

Attachment: RESOLUTION 2018-30 PURCHASING POLICY - Amended 2020-R-35 07 28 2020 (2021-R-60 : Amending the City of Holly Hill's

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 24, 2021**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 1200 Jarecki Avenue**
NUMBER: **(ID # 3430)**
APPLICANT:
PLANNER:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Code Enforcement Reduction of Lien that have been placed on the real property located at 1200 Jarecki Avenue, Holly Hill, FL 32117. The property is currently owned by JAK Enterprises, LLC who purchased the property, from a tax deed sale, on or about June 8 2021. Prior to the purchase, the property, which is vacant land, was owned by John J. Supa and Max E. Hecht under whose ownership the code enforcement violations occurred and lien filed.

According to the Order of Non-Compliance dated July 23, 2019, the property has been accumulating fines for violations of Section 114-793 (1); Section 14-1; Section 26-61 (11); IPMC 302.4 and Section 114-811 (a).

The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property of which five violations existed. The fine began accumulating on August 29, 2019. As of the request for a lien reduction, the amount of the lien owed is $170,750.00 plus administrative costs.

The property is currently in compliance and therefore, qualifies for a lien reduction. However, according to the Request For Lien Reduction form, *"If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price."* Since the property was purchased through a tax deed, there was no negotiations with regard to a purchase price.

This property is land only, there is no building or structures on the property and it is valued, according to the tax collector, at $6,975.00.

I informed the property owner that based on the practice of reducing liens and the fact that due diligence was not performed before purchasing the property, the least I can reduce the lien down to is **$8,983.76.**

Direct expenses to the city include:

Finance Dept.	$13.30 + 35% x1	=$ 19.95
Code Enforcement	$15.30 +35% x 5	=$ 103.27
Code Administrator	$53.54 x1	=$53.54
Total Admin Cost		**= $176.76**

Original Special Master Fines	$250.00 X1	= $426.76
Filing Fee	Filing and Release	= $20.00

TOTAL fees	$446.26
Plus 5% of original lien	$8,537.50
Total lien payoff	**$8,983.76**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$8,983.76.**

STAFF RECOMMENDATION:

Reduce the lien from $170,750.00 to the amount of **$8,983.76**. The City shall not release the $170,750.00 lien amount until payment has been received in the amount of **$8,983.76**. If payment is not received by 5:00 PM on September 24, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **$8,983.76**payable no later than 5:00 PM on September 24, 2021. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1200 Jarecki Ave. request for Lien Reduction (PDF)

MEMORANDUM

DATE: JULY 27, 2021

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 19-767
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **$171,000.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☒ FAILS
☐ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

(3) A request for a waiver of reduction in lien shall not be granted if the Board of City Commissioners has previously reduced the amount of the lien. This

☐ FAILS
☒ DOES NOT FAIL

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Lien Reduction Request Information Sheet

Property Address: 1200 Jarecki Ave Date Prepared: 7/27/2021

Owner of Property: JAK Enterprises LLC

Date of Notice of Violation: 6-22-2019

Violations:

1. 114-793 Commercial Vehicles Date of Compliance 7/13/2021 Exhibit A
2. 14-1 Construction Debris Date of Compliance 7/13/2021 Exhibit A
3. 26-61(11) Accumulation of Junk Date of Compliance 7/13/2021 Exhibit A
4. 114-811 Inoperative Machinery Date of Compliance 7/13/2021 Exhibit A
5. IPMC 302.4 Weeds Date of Compliance 7/13/2021 Exhibit A
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 7/23/2019 Daily Fines Start Date: 8/29/2019

Daily Fines of $ 250.00 for 683 days equals 170,750.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s) > Amount of lien $171,000.00

170,750.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 5) Joe 1 hr. Brian 1 hr.

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Prepared 7/27/21, 9:25:04 — Case Master Inquiry - (CEN200I001) — Page
Program HTDFTAL — Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA — Case 19-00000767

Property Information
Address: 1200 JARECKI AVE
HOLLY HILL, FL 321172645
Location ID: 9692
PARCEL NUMBER: 4 2 42 28 03 0420
Short Parcel ID:
Zoning: R-3 R3 SFR - MEDIUM DENSITY
Subdivision:

Property Address Map
1200 JARECKI AVE HOLLY HILL,FL 321172645 .00 .00 X 424228030420 9692

Case General Information
Case status: LN LIEN OPEN/CASE CLOSED
Status date: 11/15/2019
Case type: RPM RESIDENTIAL PROPERTY MAINT
Tenant name/number: VACANT LOT
Reported date: 6/07/2019
Origination: OI OFFICER INITIATED
Default inspector: CLT RANDY AST
Credit balance: .00

Owner Information
Owner name: SUPA, JOHN J &
Address: HECHT, MAX E
210 HIDDEN HILLS DRIVE
City: ORMOND BEACH, FL 32174
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
COMM. VEHICLES/TRAILERS	LI	VACANT LOT	1	6/07/2019	11/15/2019
CONSTRUCTION DEBRIS	LI		1	6/07/2019	11/15/2019
SANITARY (JUNK)	LI		1	6/07/2019	11/15/2019
SANITARY: GRASS/WEEDS	LI	GRASS AND WEEDS	1	6/07/2019	11/15/2019
STORAGE OF JUNK & DEBRIS	LI	VACANT LOT	1	6/07/2019	11/15/2019
INOPERATIVE VEH./EQUIP/SCRAP	LI	VACANT LOT	1	6/22/2019	11/15/2019

Case Data

Description	Data
CN CORRECTION DATE	JUNE 21, 2019
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Type	Text	Date
	(Continued)	
	7/13/2021, 9:51:49 AM HLLHRSA	7/13/2021
	Property is in compliance. Violations corrected	7/13/2021
		7/13/2021
		7/13/2021
	7/13/2021, 11:24:56 AM HLLHRSA	7/13/2021
		7/13/2021
	1200 Jarecki Ave Holly Hill Fl	7/13/2021
	External	7/13/2021
	Inbox	7/13/2021
		7/13/2021
	Alton Kemp <akempljakenterprises@gmail.com>	7/13/2021
	Jul 12, 2021, 11:23 AM (1 day ago)	7/13/2021
	to codeenforcement@hollyhillfl.org	7/13/2021
		7/13/2021
	Hello, my name is Alton Kemp manger of JAK Enterprises LLC ,	7/13/2021
	we recently purchased the above property in Holly Hill, the	7/13/2021
	property has been cleaned of all trash and vehicles,	7/13/2021
	commercial and in operative. I have contracted with a lawn	7/13/2021
	Maintenance company to do bi-weekly cutting. I now hope to	7/13/2021
	have the leins removed. Contact me when is convient for your	7/13/2021
	office to discuss this matter 9048618432 and the above	7/13/2021
	email. Thanks	7/13/2021
		7/13/2021
	Randy Ast	7/13/2021
	Attachments	7/13/2021
	11:23 AM (1 minute ago)	7/13/2021
	to Alton, codeenforcement@hollyhillfl.org	7/13/2021
		7/13/2021
	Thank you, The property is now in compliance. You can apply	7/13/2021
	for a lien reduction by completing the lien reduction	7/13/2021
	request forms and returning them to us.	7/13/2021
	I have attached the required forms for your convenience.	7/13/2021
Board meeting comments		
001 - SPECIAL MASTER MEETIN		
Other action comments		
Land Management information		
Legal description		
Lien information		

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

CITY OF HOLLY HILL

CASE # 19-767

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: JAK Enterprises LLC

Property Address: 1200 Jarecki Ave Holly Hill 32117

Phone number(s) where you can be reached during the day:

_____ cell 904-861-8432

Is the property now in compliance? ✓ YES ___ NO

(If No, explain in detail)_____

_____

_____

_____

Are you claiming financial hardship? __ YES ✓ NO

Are you claiming medical hardship? __ YES ✓ NO

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Alton Kemp

Relationship: Manager

I, Alton Kemp / JAK Enterprises LLC, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

JAK Enterprises Purchased the Property from Tax Deed while attempting to bring property into compliane. My Help was stopped by The Togust Hodges 1202 Jarecki Ave Holly Hill Fl 32117 Stating that all of the metal, Trailers and Fence panels were his. I told him I was the new owner and I'm removing this Junk to bring the Property into compliance. He asked for a week to get it. I gave him that time. After that I still had to contract removal of trash. I did and now it will remain in compliance. Taxes will be paid. Attached Sheets

Date: 7-22-21

Signed: Alton Kemp manager

Print Name: Alton Kemp

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

I would greatly appreciate having the Liens removed in total. I will not let this property become an eye-sore for the town and it will not be behind on its taxes. Thank you for your time and consideration.

Alton Kemp
JAK Enterprises LL

7-22-21
Alton Kemp Mose

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

STATE OF Florida

COUNTY OF: Seminole

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Alton Kemp, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to to me and has produced FL DL as identification and did take an oath.

Date: ~~07/22/2024~~ mm 07/22/2021

WENDY MCDANIEL
Commission # HH 068529
Expires December 2, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public

My Commission Expires 12/02/2024

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I JAK Enterprises LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 4242280 30420

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ Total for Case No. 19-767, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

JAK Enterprises LLC
Owner's Name

Alton Kemp Mauser
Owner's Signature

Alton Kemp Mauser

Owner's Name

Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 22 day of July, 20 21.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Alton Kemp, who is personally known to me or who has produced FL DL as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of July, 20 21.

WENDY MCDANIEL
Commission # HH 068529
Expires December 2, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public in and for the County and State Aforementioned

My Commission Expires: 12/02/2024

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Return To:	
Name:	Stella L. Gurnee, Director of Finance
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4242-28-03-0420

11/27/2019 3:01:07 PM
Instrument# 2019234370 5 pages
Book: 7780 Page: 1666
Electronically Recorded By
Volusia County Clerk of the Court

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with John J Supa and Max E Hecht

Lienor furnished labor, services or materials consisting of:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on July 30, 2019, which remains unpaid.

Special Master Violation Fine: $50.00 per day, per violation against this property. The five cited violations have not been corrected; the property has not come into compliance. $50.00 per day fine, per violation commencing on August 29, 2019.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 42 BLK C POWERS ALLOTMENT MB 6 PG 142 FITCH GRANT PER OR 2079 PG 1664 & OR 5308 PGS 4146-4149 INC & OR 5308 PG 4164

1200 Jarecki Avenue, Holly Hill FL 32117

owned by John J. Supa and Max E. Hecht of a violation fine total of Two Hundred Fifty Dollars ($250.00) per day; commencing on August 29, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars ($250.00), which remain unpaid as of November 22, 2019.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 22nd day of November, 2019.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

_____
Notary Public

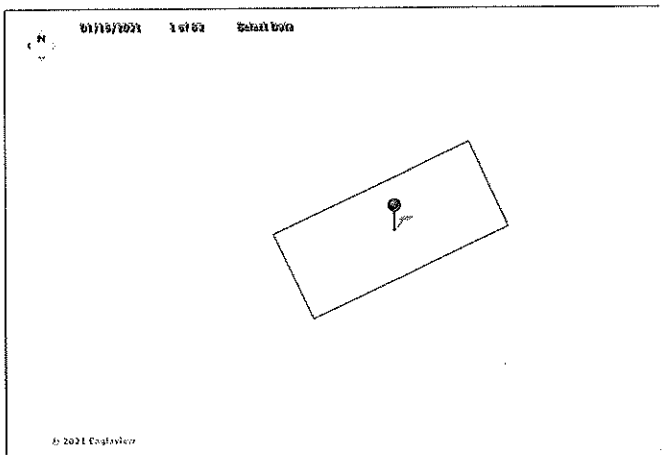
Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

(386) 736-5901

Select Language

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Alternate Key:	3193806
Parcel ID:	424228030420
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	28 - 03 - 0420
Business Name:	
Owner(s):	JAK ENTERPRISES LLC - FS - Fee Simple - 100
Mailing Address On File:	906 S BAY SANFORD FL 32771 *Update Mailing Address*
Physical Address:	1200 JARECKI AVE, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2710 - POWERS ALLOTMENT, H.H. *Neighborhood Sales*
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.8226
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Legal 1:	LOT 42 BLK C POWERS ALLOTMENT MB 6 PG 142 FITCH GRANT PER OR
Legal 2:	2079 PG 1664 & OR 5308 PGS 4146-4149 INC & OR 5308 PG 4164
Legal 3:	PER OR 8062 PG 1516



Values & Exemptions | Land & Buildings | Sales | Legal

Property Tax Bill

Property Values

	2021 Working	2020 Final	2019 Final
Tax Year:			
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$6,975	$6,975	$6,975
Just/Market Value:	$6,975	$6,975	$6,975

Back to Top

Tax Roll Values by Taxing Authority

Values shown below are the 2021 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2020 CERTIFIED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Asessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$6,975	$6,975	$6,975	$0	1.5000	$0.00
0012	DISCRETIONARY	$6,975	$6,975	$6,975	$0	0.7480	$0.00
0011	REQ LOCAL EFFORT	$6,975	$6,975	$6,975	$0	3.6590	$0.00
0050	GENERAL FUND	$6,975	$6,919	$6,975	$0	5.4500	$0.00
0055	LIBRARY	$6,975	$6,919	$6,975	$0	0.5174	$0.00
0520	MOSQUITO CONTROL	$6,975	$6,919	$6,975	$0	0.1781	$0.00
0530	PONCE INLET PORT AUTHORITY	$6,975	$6,919	$6,975	$0	0.0880	$0.00
0058	VOLUSIA ECHO	$6,975	$6,919	$6,975	$0	0.0000	$0.00
0057	VOLUSIA FOREVER	$6,975	$6,919	$6,975	$0	0.1052	$0.00
0059	VOLUSIA FOREVER I&S 2005	$6,975	$6,919	$6,975	$0	0.0783	$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	$6,975	$6,919	$6,975	$0	0.0320	$0.00
0100	HALIFAX HOSPITAL AUTHORITY	$6,975	$6,919	$6,975	$0	0.9879	$0.00
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$6,975	$6,919	$6,975	$0	0.2287	$0.00
0200	HOLLY HILL	$6,975	$6,919	$6,975	$0	6.2500	$0.00
						19.8226	$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$0.00
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$0.00**
Estimated Tax Amount without SOH/10CAP ⓘ	$138.26

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Return To:	
Name:	Stella L. Gurnee, Director of Financ
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4242-28-03-0420

11/27/2019 3:01:07 PM
Instrument# 2019234370 5 pa
Book: 7780 Page: 1666
Electronically Recorded By
Volusia County Clerk of the Court

5.4.a

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with John J Supa and Max E Hecht

Lienor furnished labor, services or materials consisting of:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on July 30, 2019, which remains unpaid.

Special Master Violation Fine: $50.00 per day, per violation against this property. The five cited violations have not been corrected; the property has not come into compliance. $50.00 per day fine, per violation commencing on August 29, 2019.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 42 BLK C POWERS ALLOTMENT MB 6 PG 142 FITCH GRANT PER OR 2079 PG 1664 & OR 5308 PGS 4146-4149 INC & OR 5308 PG 4164

1200 Jarecki Avenue, Holly Hill FL 32117

owned by John J. Supa and Max E. Hecht of a violation fine total of Two Hundred Fifty Dollars ($250.00) per day; commencing on August 29, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars ($250.00), which remain unpaid as of November 22, 2019.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 22nd day of November, 2019.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

Notary Publi

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political
Sub-division of the State of Florida

Petitioner,

-vs-

John J. Supa, Owner(s)
Max E. Hecht, Owner(s)

Respondent(s).

Parcel No. 4242-2803-0420
Case No. 19-767

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 23rd of July, 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That John J. Supa and Max E. Hecht, the Owner(s) and Respondent(s) of the property located at 1200 Jarecki Avenue, Holly Hill, Florida 32117 was given a Violation Notice on the 7th of June, 2019 for the violation of Section 114-793(1) - The types of vehicles and equipment- specified in this section shall be prohibited from being parked or stored in the front, side or rear yard on residentially zoned property; Section 14-1 - Removal of construction debris. Any contractor, subcontractor or any other person engaged in the construction of any building within the city shall immediately remove after the construction of such building is completed, all debris, dirt, refuse or any other litter used or resulting from the construction of any such building, and the same shall not be allowed to remain on any portion of such property; nor shall any building material, debris, dirt, refuse or any other litter resulting from construction of any building be placed in the street or parkage between such property and such streets; Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use; International Property Maintenance Code (hereinafter referred to as IPMC) 302.4 – Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches; and Section 114-811(a) No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section.

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

At the hearing held on the 23rd of July, 2019, the Code Enforcement Officer testified that the violations continue to exist. There is garbage, scrap metal, wagons, commercial vehicles, tall weeds, and construction debris left on this vacant property.

CONCLUSIONS OF LAW

That Respondent(s) and Owner(s) of the property located at 1200 Jarecki Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 114-793(1) - The types of vehicles and equipment- specified in this section shall be prohibited from being parked or stored in the front, side or rear yard on residentially zoned property; Section 14-1. - Removal of construction debris. Any contractor, subcontractor or any other person engaged in the construction of any building within the city shall immediately remove after the construction of such building is completed, all debris, dirt, refuse or any other litter used or resulting from the construction of any such building, and the same shall not be allowed to remain on any portion of such property; nor shall any building material, debris, dirt, refuse or any other litter resulting from construction of any building be placed in the street or parkage between such property and such streets; Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use; IPMC 302.4 – Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches; and Section 114-811(a) No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the violation of Section 114-793(1) - The types of vehicles and equipment- specified in this section shall be prohibited from being parked or stored in the front, side or rear yard on residentially zoned property; is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 14-1 - Removal of construction debris. Any contractor, subcontractor or any other person engaged in the construction of any building within the city shall immediately remove after the construction of such building is completed, all debris, dirt, refuse or any other litter used or resulting from the construction of any such building, and the same shall not be allowed to remain on any portion of such

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

property; nor shall any building material, debris, dirt, refuse or any other litter resulting from construction of any building be placed in the street or parkage between such property and such streets, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 302.4 – Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 114-811(a) No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 30th day of July 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: Cherie Tavernier
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 31st day of July, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

John J. Supa
Max E. Hecht
1200 Jarecki Avenue
Holly Hill, FL 32117

John J. Supa
Max E. Hecht
210 Hidden Hills
Ormond Beach, FL 32174

Cherie Towne
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Inst Laura E. Roth
Clerk of Court Volusia County, Florida
Official Records: 11/27/2019 3:01 PM
Receipt: 301730481 Drawer: 126172

CITY OF HOLLY HILL
Operator: phouse Due: $213.00

Instrument #: 2019234370 Type: LN
Book #: 7780 Page #: 1666 Time: 3:01 PM
Recording Fee: $44.00

Instrument #: 2019234371 Type: LN
Book #: 7780 Page #: 1671 Time: 3:01 PM
Recording Fee: $35.50

Instrument #: 2019234372 Type: LN
Book #: 7780 Page #: 1675 Time: 3:01 PM
Recording Fee: $35.50

Instrument #: 2019234373 Type: LN
Book #: 7780 Page #: 1679 Time: 3:01 PM
Recording Fee: $10.00

Instrument #: 2019234374 Type: LN
Book #: 7780 Page #: 1680 Time: 3:01 PM
Recording Fee: $52.50

Instrument #: 2019234375 Type: LN
Book #: 7780 Page #: 1686 Time: 3:01 PM
Recording Fee: $35.50

ESCROW: 120 $213.00

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

Return To:	
Name:	Stella L. Gurnee, Director of Finance
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4242-28-03-0420

Claim of Lien

State of Florida, County of Volusia

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Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
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and in accordance with a service with John J Supa and Max E Hecht

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1200 Jarecki Avenue, Holly Hill FL 32117

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Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 22nd day of November, 2019.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

_____
Notary Public

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

John J. Supa, Owner(s)
Max E. Hecht, Owner(s)

Respondent(s).

Parcel No. 4242-2803-0420
Case No. 19-767

ORDER OF NON-COMPLIANCE

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Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

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CONCLUSIONS OF LAW

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Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the violation of Section 114-793(1) - The types of vehicles and equipment- specified in this section shall be prohibited from being parked or stored in the front, side or rear yard on residentially zoned property; is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 14-1 - Removal of construction debris. Any contractor, subcontractor or any other person engaged in the construction of any building within the city shall immediately remove after the construction of such building is completed, all debris, dirt, refuse or any other litter used or resulting from the construction of any such building, and the same shall not be allowed to remain on any portion of such

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

property; nor shall any building material, debris, dirt, refuse or any other litter resulting from construction of any building be placed in the street or parkage between such property and such streets, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 26-61(11) The storage or accumulation of junk in any area zoned for residential use, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 302.4 – Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 114-811(a) No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 30th day of July 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 31st day of July, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

John J. Supa
Max E. Hecht
1200 Jarecki Avenue
Holly Hill, FL 32117

John J. Supa
Max E. Hecht
210 Hidden Hills
Ormond Beach, FL 32174

Cherie Towne
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1200 Jarecki Ave. request for Lien Reduction (3430 : Request for Lien Reduction for 1200 Jarecki Avenue)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 24, 2021**
FROM: **Brian Walker**
SUBJECT: **Proposed First Amendment to the Fountainhead Redevelopment Incentive Agreement**
NUMBER: **(ID # 3435)**
APPLICANT: **Fountianhead Developers LLC**
PLANNER:

INTRODUCTION:

Consider a request from Fountainhead Developers, LLC to extend the date to exercise purchase options as provided in the Redevelopment Incentive Agreement.

DISCUSSION:

The representatives of Fountainhead Developers, LLC have requested an amendment to the Redevelopment Incentive Agreement signed on January 25, 2017. Specifically, a request is being made to extend the time permitted to exercise purchase options as discussed in Part Four of the Agreement titled, "Purchase Option."

The developer currently owns Parcel 2 of 4 parcels located at 1200 Center Avenue. The Agreement allows the developer the option to purchase additional parcels as long as the "initial option" is exercised by August 30, 2021.

For a variety of reasons, the developer will be unable to exercise the "initial option" by the required date, and is therefore requesting that the date to exercise the "initial option" be extended from August 30, 2021 to February 28, 2022.

Discussion to clarify other terms and conditions within the Agreement may also occur.

- Redevelopment Incentive Agreement (PDF)
- Fountainhead Recorded Plat(PDF)

REDEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and **Fountainhead Developers, LLC**, its successors or assigns (Developer), a Florida limited liability company.

W I T N E S S E T H

WHEREAS, the City purchased approximately 25 acres of real property, together with all associated development entitlements and impact fee credits or exemptions (as detailed on attached Exhibit A), located at 1200 Center Street (Property). The Property was the location of the former Holly Hill Middle School and before the City's acquisition, most of the structures had been demolished. The City has marketed the Property for redevelopment purposes with minimal redevelopment interest.

WHEREAS, Developer has contracted to purchase a portion of the Property for the purpose of redevelopment for the relocation of Synergy Billing, LLC (Synergy) headquarters and the transfer of existing jobs and the creation of new jobs in the near future.

WHEREAS, Developer intends to redevelop the remainder of the Property.

WHEREAS, the Property is located within the City of Holly Hill Community Redevelopment Area (CRA), which is controlled by the City of Holly Hill Community Redevelopment Agency (Agency) and the City.

WHEREAS, in June 2013 the Agency and City adopted the 1200 Center Avenue Feasibility Study (Plan) for the redevelopment of the Property.

WHEREAS, the Developer is proposing redevelopment of the Property which is consistent with and in furtherance of the Plan, which will increase the ad valorem tax base generated by the Property and provide new, high paying jobs in the City as further detailed on attached Exhibit B.

WHEREAS, the Agency and the Developer have negotiated this Redevelopment Incentive Agreement (Agreement) to provide separate, distinct incentives for the redevelopment of the Property. The incentives are payments for the transfer/creation of jobs resulting in new employees working for employers with businesses located on the Property; reimbursement of certain redevelopment capital expenses and the reinvestment of certain sale proceeds of the Property back into the redevelopment of the Property. This Agreement also grants the Developer an option to purchase any remainder of the Property not initially purchased by the Developer in connection with its initial phase of development.

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Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in redeveloping the Property, thereby increasing the ad valorem tax base generated by the Property, and encourage the creation of new businesses operating on the Property with full-time, highly paid employees (as further detailed in Exhibit B) the City and Agency hereby agree to provide the following incentives and option to purchase the remaining portions of the Property subject to the terms and conditions hereinafter set forth.

PART ONE
NEW EMPLOYEE INCENTIVE

2) The City will transfer to the CRA, to be accounted for separately, the first $60,000 per acre from the sale of the Property to the Developer or to a third party until the purchase option provided herein expires. These funds shall be used to pay incentives for new employees that meet the qualifying criteria provided in paragraph 3, below ("Qualifying Employee") employed by a business operating on the Property. Neither the City nor the Agency shall be required to provide any other funding for this incentive other than as identified herein.

3) A Qualifying Employee shall meet all of the following criteria:

(a) The Qualifying Employee must be a full-time employee as defined by the Affordable Care Act or other applicable Federal employment law.

(b) The Qualifying Employee must be employed for 52 consecutive weeks (the "Qualifying Employment Period") except as provided below.

(c) The Qualifying Employee must work full-time and their position shall be at a business operating on the Property ("Qualifying Employer"). Positions with a Qualifying Employer with operations at additional locations not operating on the Property shall not qualify. A Qualifying Employee will be able to travel for business away from the Property. However an employee who primarily works from home or at places or locations other than the business located on the Property, including tele-commuting jobs, does not qualify.

(d) Jobs filled by independent contractors are not eligible for an incentive payment.

4) In recognition of the Developer's role in fostering the overall redevelopment of the Property, payments for all Qualifying Employees working for any Qualifying Business that is not related to the Developer but that otherwise meets the eligibility criteria shall be paid to the Developer

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Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

5) The City and Developer agree that the timing of the New Employee Incentive may be adjusted to a different, mutually agreeable time in order to qualify for the local contribution requirement for Qualified Targeted Industry Tax Refunds.

6) The Developer, City and Agency shall follow the procedure outlined below to determine the number of Qualifying Employees for payment of the New Employee Incentive. In order to maximize the potential New Employee Incentives that may be received by the Developer, the Developer shall be responsible for ensuring that the reporting procedures outlined below also bind any Qualifying Employer who takes title to or otherwise occupies the Property by claim of right through the Developer:

(a) The City and Agency will evaluate the number of new employees working in full-time positions on the Property on a quarterly basis (Jan. 1, April 1, July 1 and Oct. 1). After review of the employment information provided (as further described herein) the City will determine the net increase in Qualifying Employees employed by Qualifying Employers over the highest number of Qualifying Employees working for a Qualifying Employer on the Property from any previous quarterly review. The increase in Qualifying Employees for the current quarterly period over the highest number of qualified employees in any previous quarter shall be eligible for payment of the New Employee Incentive, assuming all other eligibility criteria outlined in this Agreement are met.

(b) The Developer or other Qualifying Employer must submit, on a quarterly basis, a list of all potential Qualifying Employees working for Qualified Employers located on the Property along with the information listed in Exhibit D for the City and Agency to make the determination of eligibility for the New Employee Incentive. A unique identification code shall be used for each potential Qualifying Employee to safeguard any personal information. If the required information is not submitted, the potential Qualifying Employee shall not be eligible for purposes of calculating the New Employee Incentive. There shall be no refunds of the New Employee Incentive if a Qualifying Employee's position is terminated, for any reason, once the City and Agency have made a determination that the Qualifying Employee met the requirements for the New Employee Incentive. In addition to the safeguards provided above, the parties acknowledge that the business or employee information disclosed to the City or Agency under the requirements of this Agreement may contain sensitive business and personal information, but that the City and Agency are subject to the Public Records Act. The Developer shall mark all information that it believes to be confidential as "CONFIDENTIAL". Unmarked information shall be subject to public release without review. Prior to public disclosure of any information marked as "CONFIDENTIAL" the City will review said information to determine if any legally permissible exception to the Public Records Act exists. The City will withhold public disclosure if there is a clear exception to the Public Records Act or similar law requiring public disclosure. The City's decision to publicly disclose such information shall not subject the City or Agency to any liability for damages.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

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(c) A Qualifying Employee will qualify for the New Employee Incentive even if the employee is on extended leave under the Family Medical Leave Act or other Federally approved, compensated extended leave offered by Qualifying Employer as long as documentation establishes that person meets the criteria of Qualifying Employee.

(d) The amount of the New Employee Incentive due for each Qualifying Employee is set forth in attached Exhibit B. The minimum wage set by Florida law at the time of each quarterly review shall be used for the determination of New Employee Incentive. Incentives shall be determined on the base hourly rate as adjusted for sales commissions when appropriate. Sales commissions paid for the 12 month period shall be divided by 2080 to determine a hourly rate which shall be added to the base hourly rate to determine eligibility for incentives. The rate of compensation to determine the New Employee Incentive shall be the average compensation paid to a Qualifying Employee over the final quarter of their Qualifying Employment Period. The value of any employment benefits will not be taken into consideration, however sales commissions for any commission-based positions shall be included in the calculation of gross pay. To qualify for the New Employee Incentive for residents of the City, the Qualifying Employee must be a resident for the entire Qualifying Employment Period. Proof of residency must be provided in the form of a valid Florida driver's license, identification card or voter registration card showing that the Qualifying Employee is a resident of the City and such other documentation to establish how long he or she lived in Holly Hill. A Qualifying Employee who lives within the City limits at the expiration of the Qualifying Employment Period, but has not resided within the City limits for the entire Qualifying Employment Period, shall be eligible for the nonresident New Employee Incentive payment. However, if the Qualifying Employee remains employed and continues to reside within the City limits for 52 consecutive weeks, the differential between the resident and nonresident New Employee Incentive will be paid at the quarterly review after which the Qualifying Employee meets the residency requirement. The differential payment shall be based on the compensation that was used to determine the initial New Employee Incentive for that Qualifying Employee and shall not be adjusted to account for changes in compensation that may have occurred since the initial nonresident New Employee Incentive payment was made.

(e) To qualify for the New Employee Incentive a Qualifying Employee must meet the requirements provided in this Section 6 for the review quarter ending July 1, 2026. Any money in the New Employee Incentive fund after July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

(f) All time an employee worked for business that relocates to or opens a new facility on the Property as long as the employee relocates with the business shall be counted for determining eligibility for the New Employee Incentive.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

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7) If the City or Agency is denied access to the employment records or if the information required in Exhibit D is not provided, a potentially Qualifying Employee will not be considered eligible for the New Employee Incentive.

8) Notwithstanding the forgoing provisions of this Part One, $190,000.00 shall be used as a credit towards the purchase price of the Developer acquiring Parcel 1. Parcel 1 shall be acquired by the Developer after meeting the criteria below which shall be closed simultaneously with the first payment of the New Employee Incentive. The $190,000 used as a credit towards the purchase price shall remain in the New Employee Incentive fund. The first payment of the New Employee Incentive shall be conditioned upon (a) the completion and certificate of occupancy being issued for all of Phase 1, Parcel 2 as identified on Exhibit C; and (b) the headquarters and all employees of Synergy Billing, LLC being permanently located to the Phase 1, Parcel 2.

PART TWO
Redevelopment Capital Expense Reimbursement

9) The unencumbered tax increment revenue received from all ad valorem taxes paid for the Property only shall be accounted for separately by the Agency. The City and Agency have pledge the tax increment revenues for repayment of the following obligations: 1) Promissory Note payable to SunTrust Bank known as the Community Redevelopment Agency Redevelopment Revenue Refunding Note, Series 2012, dated April 25, 2012 and (2) Promissory Note Payable to BB&T known as the Community Redevelopment Agency Redevelopment Revenue Note, Series 2013, dated April 24, 2013. Revenue covenants in those obligations allows the City and Agency to use tax increment revenue for other purposes as long as said revenue exceeds the annual repayment obligations by a certain percentage. "Unencumbered tax increment revenue" means to the extent there is tax increment revenue generated by the Agency as a whole in excess of these revenue covenants. In addition to the tax increment revenue paid to the Agency for this Property and the net sale proceeds of the Property as discussed herein, the City and Agency agree that additional revenues received by the City or Agency specifically for the redevelopment of the Property, including the proceeds of any sale of impact fee credits or exemptions associated with the Property to third parties as detailed in Paragraph 16(g)(vii), shall be available for Redevelopment Capital Expense Reimbursements as provided herein. Neither the City nor the Agency shall be required to budget alternative funding for the redevelopment of this Property except as identified herein.

10) A Redevelopment Capital Expense Reimbursement is an expenditure paid for by the Developer for the redevelopment of the Property (the "Eligible Redevelopment Costs") including, but not limited to:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees incurred by the Developer for services rendered by consultants, including but not limited to

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL

engineers, surveyors, and attorneys, to obtain permits and approvals for the redevelopment on the Property. The City and Agency agree that all City fees associated with the redevelopment of the Property shall be waived to the extent the City can legally waive said fees, such as permit fees and inspections fees. Fees that cannot be legally waived, such as impact fees, shall be considered an Eligible Redevelopment Costs to the extent such fees are paid by the Developer.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, stormwater, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of stormwater drainage ponds and related stormwater infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

(g) Exterior renovation to the existing structures on the Property (interior renovations are not eligible for reimbursement.

(h) Construction of the exterior shell of any new structures. The exterior shell of a structure shall include the foundation, exterior walls and roof, including all structural elements or supporting structures, electric, water, fire suppression and sewer service. Interior build-out, including electric, water and sewer distribution and interior finishings, shall not be eligible for reimbursement.

Only expenses for capital improvements to the Property shall be eligible for reimbursement. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit D to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Redevelopment Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Redevelopment Costs.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

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11) Tax increment revenue available for payment of Redevelopment Capital Expense Reimbursement shall be only those tax increment revenues received by the Agency on or before July 1, 2026. Tax increment revenues received from this Property by the Agency after that date may be used by the Agency for any appropriate redevelopment purposes within the CRA . Any tax increment revenue that is received by the City and Agency prior to July 1, 2026 is eligible to pay for reimbursements. Any such funds not utilized to pay a reimbursement request received by the City and Agency before July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

12) Reimbursable expenses shall be limited to expenses actually paid by the Developer. Improvements paid for by a 3rd party shall not be eligible for reimbursement. Notwithstanding the foregoing, tax increment revenues generated from increased ad valorem taxes collected as a result of all redevelopment activity shall be available to reimburse the Developer for qualified Redevelopment Capital Expense Reimbursement, even if portions of the redevelopment are carried out by other parties.

PART THREE
REINVESTMENT OF NET SALE PROCEEDS OF RESIDENTIAL PORTION OF PROPERTY

13) A portion of the Property is proposed for multi-family residential development as identified in attached Exhibit E (the "Workforce Housing Parcel"). The City, Agency and Developer agree that the sale of the Workforce Housing Parcel shall be consummated directly between the City and a third-party purchaser. It is anticipated that extended time will be required for closing on the Workforce Housing Parcel to allow the third-party purchaser sufficient time to submit one or more application(s) for tax credit financing during the Florida Housing Finance Corporation's (the "FHFC") annual funding cycles. The City and Agency agree to cooperate with the purchaser of the Workforce Housing Parcel in order to ensure the Workforce Housing Parcel meets all requirements of applicable state tax credit financing programs until such time as FHFC funding is approved for the Workforce Housing Parcel. The City and Agency agree to budget and appropriate $50,000 in fiscal year 2017/18 and carry forward this amount for a period of 5 budget years, or until a FHFC grant is awarded to a workforce housing project on this Property, whichever occurs first, to represent the required local match for Florida Housing Finance Corporation's Workforce Housing financing. Any extensions or modifications of the contract between the City and third party developer of the Workforce Housing Parcel must be approved by the Developer as the Developer may opt to purchase the Workforce Housing Parcel for a non-residential use as discussed in Paragraph 17. The Developer hereby agrees not to seek any residential use, whether single-family or multi-family, on the remainder of the Property, including but not limited to work force housing, FHFC financing or any similar subsidized housing. In the event the Developer seeks approval of a residential use on the Property other than that portion of the Property designated for the Workforce Housing Parcel, in addition to any other legal remedy available to the

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL DOCUMENT

City or Agency to enforce this prohibition, the Developer agrees that this Agreement may be terminated immediately by the City or Agency and upon termination all unpaid incentives and remaining purchase options shall be null and void.

14) The Agency will separately account for the net sale proceeds from the sale of the Workforce Housing Parcel and the Agency hereby agrees to budget and appropriate those proceeds to reimburse the Developer for Eligible Redevelopment Costs. "Net sale proceeds" shall mean the gross sales price less standard closing expenses paid by a seller and less $60,000 per acre which will be accounted for separately to be utilized for New Employee Incentive discussed in Part One above. The Net Sale Proceeds from the Workforce Housing Parcel shall be used to reimburse the Developer for payments of any Eligible Redevelopment Costs as outlined in Part Two.

15) Neither the Net Sale Proceeds nor the $60,000 per acre for New Employee Incentive shall be paid to the Developer unless the Developer or a 3rd party during the term of this Agreement has acquired parcels 1, 2 and 3.

PART FOUR
PURCHASE OPTION

16) The City and Agency hereby grant to the Developer an option to purchase the Property not already purchased by the Developer, as identified on attached Exhibit F, pursuant to the following terms and conditions;

(a) The option provided to the Developer shall apply to the Property not already owned by the Developer and the Workforce Housing Parcel in the event the Workforce Housing Parcel is not acquired by a third-party purchaser as provided in Part Three. The option shall permit the Developer to purchase all outparcels identified on Exhibit F, including the parcel identified as the "Wellfield Parcel" in the event the Wellfield Parcel is abandoned by the City. Developer can purchase one or more outparcels at a time. The option price shall be $60,000 per acre and the sale proceeds shall be used as additional revenues for the New Employee Incentive. The contract for the sale and purchase for each option exercised shall be the contract attached hereto marked as Exhibit G. The Initial Option shall be exercised as discussed in Paragraph 8 above for the purchase of Parcel 1(the "Initial Option"). If the Developer fails to exercise and close the Initial Option as discussed in Paragraph 8, the Initial Option may lapse and the Developer shall have no further binding option to purchase any outparcel. If the Developer exercises and closes the Initial Option as required in Paragraph 8, the Developer shall have four (4) years measured from the date of acquisition of Parcel 2 to exercise and close the next option (the "Rolling Option"). Each purchase by the developer under the Rolling Option shall add one (1) year to the Rolling Option duration regardless of the number of outparcels acquired Developer in a single closing. The Rolling Option will continue until such time as all outparcels have been acquired. The Rolling Option shall terminate and all options shall lapse on July 1, 2026. A failure by Developer to acquire an outparcel that the

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

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Developer has exercised the Rolling Option for shall not terminate the Rolling Option rights outlined above as long as the failure to acquire the outparcel meets the following conditions:

(i) the failure to purchase is beyond the reasonable control and foreseeability of the Developer, including but not limited to, adverse economic conditions;

(ii) the Developer is in full compliance with all other terms under this Agreement; and

(iii) the Developer is in full compliance with all applicable City regulations and an approved Mixed Use Planned Unit Development approved for the Property.

If the Developer does not satisfy the above conditions, the City has the option of terminating the remainder of the Rolling Option period and the Developer will have no further option to purchase any remaining portion of the Property.

(b) Recordation and Transfer. The Developer or Agency will have the right to record this Agreement or a memorandum of this Agreement in the public records.

(c) At the closing, the City and Agency will convey title to the outparcel(s) identified in the option to purchase by general warranty deed, free and clear of liens or mortgages, and subject to matters of record as of the date of this Agreement, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and taxes and assessments for the year of closing.

(d) The transfer of the Property and any outparcel(s) will include the following:

(i) All land and property rights owned by the City, including any rights or reversionary interests in land lying in the bed of any canal, lake, preserve, street, road, alley, avenue or highway, open or proposed, if any, adjoining the outparcel(s), to the center line thereof; and

(ii) All tenements, hereditaments, condemnation awards, insurance proceeds, easements, privileges and appurtenances belonging to or serving the outparcel(s), including, without limitation, all title, estates, interest, drainage, water, canal and riparian rights, credits or exemptions for impact fees, water, sewer and other utility fees and connection charges, mitigation credits and rights, and beneficial rights to adjoining preserve areas.

(e) At the closing, the City and Agency shall furnish the general warranty deed, no lien affidavit, FIRPTA certificate and other documents reasonably required

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

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by the Developer and title insurance company, if any, issuing title insurance in connection with the Developer's purchase of the outparcel(s).

(f) No Further Encumbrances. During the term of this Agreement, the City or Agency will not sell or transfer, lease or otherwise market the availability of any portion of the Property nor will the City or Agency further improve, encumber or lien the Property or create or permit any matters to be recorded against the Property without the Developer's prior written consent. Furthermore, the City or Agency will not (a) enter into, create or assume any obligation for borrowed money or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon the Property or (b) record any homeowners association documents, easements or other agreements affecting the Property after the date of this Agreement, except an approved Mixed Use Planned Unit Development Agreement and any documents contemplated therein.

(g) City and Agency's Representations and Warranties. As a material inducement to the Developer to enter into this Agreement, the City and Agency represent and warrant to the Developer that the following are true and correct and shall be true and correct:

(i) The City and Agency own the Property and have full right and are duly authorized to enter into and consummate this Agreement.

(ii) The City and Agency have complied and shall comply from the date hereof during the term of this Agreement with all applicable federal, State, County and municipal regulations, rules, ordinances, statutes, building, zoning and development codes and other requirements and restrictions with respect to all matters pertaining to the Property.

(iii) There is no litigation, investigation or proceeding pending, or to the knowledge of the City or Agency threatened, against the City or Agency relating to or affecting the Property or otherwise adversely affecting the City or Agency's ability to perform its obligations hereunder.

(iv) There are no options agreements or other agreements relating to the sale or lease of the Property other than as outlined herein.

(v) To the best of the City and Agency's knowledge, the Property has not in the past been used, is not presently being used and will not in the future *(for so long as the City and Agency own same)* be used for the handling, storage, transportation or disposal of hazardous or toxic materials. The Developer may obtain, at its expense, a report from a reputable environmental consultant as to whether the Property has been or presently is being used for the handling, storage, transportation or disposal of hazardous or toxic materials.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

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(vi) Neither the City nor Agency have received notice from any governmental authority, mortgagee, insurer or other party alleging that either the Property or the use or operation of the Property is in violation of any federal, state or local law or ordinances, orders or regulations, including, but not limited to, those pertaining to building, zoning and environmental requirements.

(vii) The City or Agency will ensure that all available impact fee credits or exemptions associated with the Property will remain available to be used during the term of this Agreement solely for the redevelopment of the Property. Impact fee credits or exemptions will not automatically transfer to the Workforce Housing Parcel, but impact free credits or exemptions from governmental agencies other than the City may be transferred by the Developer to the Workforce Housing Project. Neither the City nor Agency make any representations about the transferability of any impact fee credits or exemptions. Impact fee credits or exemptions associated with the former Holly Hill Middle School located on the Property will remain associated with the Property for the duration of this Agreement and will not be transferred by the City or Agency while this Agreement remains in effect. Impact fee credits or exemptions applicable to the City's impact fees shall be utilized on a first come, first serve basis and shall not be sold or transferred by the City or Developer during the term of this Agreement.

17) If the Workforce Housing Parcel is not purchased by a third party for said use within five (5) years of execution of this Agreement the Developer shall have the option to purchase the Workforce Housing Parcel pursuant to the terms and conditions outlined in Part Four above. This option may only be exercised after the Developer has timely exercised the Initial Option or Rolling Options outlined above, has otherwise fully complied with the terms of this Agreement and must be exercised before the term expiration and in no event shall the option term extend beyond July 1, 2026. In the event the Developer purchases the Workforce Housing Parcel as provided in this paragraph, all available incentives provided by this Agreement shall be applicable to the Workforce Housing Parcel.

PART FIVE
GENERAL PROVISIONS

18) Procedure for Processing Payments: All payments to be made by the City or Agency as outlined in Part One, Part Two and Part Three above shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" under Part One shall be no later than thirty (30) days of the end of the quarter to be reviewed. Under Part Two and Part Three, a "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit A and C.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act (§§218.70-.79, Florida Statutes (2016)). If there are not sufficient funds to make the payment in full, the City or Agency shall make the payment to the extent of available funds. All approved payments shall accrue pending receipt of appropriate funds from which to make payment. Appropriate funds shall mean the identified legally available funding source for each payment.

19) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer 1410 LPGA Blvd Daytona Beach, Florida 32117	City and Agency 1065 Ridgewood Avenue Holly Hill, FL 32117

20) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may not be unreasonably withheld. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which shall not be unreasonably withheld.

21) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursing the proposed development of the Property. In addition, the City agrees to waive all permitting, connection, review and inspection fees and such other fee that can be legally waived and have not been pledged as collateral for a loan or bond.

22) Subsequently Acquired Adjacent Property. If the Developer acquires property that is adjacent to the Property, the above-described incentives (i.e. New Employee Incentive and Redevelopment Capital Expense Reimbursement) shall be applied to said property as long as the following conditions are satisfied:

(a) the property is incorporated into the MPUD zoning of the Property; and

(b) the City and Agency amend the City of Holly Hill Community Redevelopment Area (Area) to incorporate said property into the Area

ORIGINAL

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

23) It is anticipated that Developer will commence construction activity (including pursuing permitting and other approvals) within 90 days of the acquisition of the first portion of the Property. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant an extension for a duration of not less than 90 days or as requested by the Developer. Any further extension shall be as negotiated by the City, Agency and Developer.

24) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

25) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties.

26) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

27) Revenue to pay incentives described above shall be limited to the revenue sources identified. Neither the City nor the Agency shall be required to transfer funds from any other available source to satisfy any of the incentives provided herein. This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City or Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement. Once the Part One New Employee Incentive has been fully expended and all of the Property sold, there shall no longer be an obligation to provide employee data.

28) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and CRA have the right to terminate this Agreement.

29) The CRA and Agency offer a variety of programs for the redevelopment of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer and third party purchasers shall not pursue any other incentives, grants, etc. offered by the CRA or Agency.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL ORIGINAL

30) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

31) The term "day" or "days" shall meaning regular working days of the City and excludes weekends and Holidays.

32) One of the principal purposes of this Agreement is for the relocation of the headquarters of Synergy Billing, LLC to the Property. Headquarters is hereby defined to mean the principal place of business as identified by the Secretary of State Corporation information as the principal place of business; the principal place of business of advertising and promotional material; the location of the officer of all administrative staff including CEO, President and CFO; and the location where a majority of the employees of Synergy Billing, LLC are located and work. If Synergy Billing, LLC's headquarters is not relocated to the Property, the City has the right to terminate this Agreement and all rights, entitlements and benefits provided therein by providing written notice to the Developer. Notwithstanding the foregoing, nothing in this paragraph shall prevent the future relocation of the Headquarters of Synergy Billing, LLC.

33) The Developer shall submit a proposed Mixed Use Planned Unit Development for the Property by November 4, 2016, reviewed by the City's Planning Board at its February 6, 2017 meeting and approved by the City Commission no later than February 28, 2017. The closing on the first acquisition of the Property by the Developer shall close by May 31, 2017. In the event these deadlines are not met, the agreement shall be deemed null and void.

34) The Purchase and Sale Agreement and the Incentive Agreement are contingent upon the City of Holly Hill and the Holly Hill Community Redevelopment Agency approving the MPUD submittal as the owner of the property and the MPUD ordinance, rezoning the property, as the regulatory body over the property.

35) Upon the termination of this Agreement, if the City/Agency is still the owner of any portion of the Property, the City/Agency has the right to develop, sell, transfer, rezone, etc. that portion of the Property as the owner of the Property without the consent or approval of the Developer.

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

Valerie Manning
City Clerk

CITY COMMISSION OF THE CITY OF HOLLY HILL

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 25 day of January, 2017 by Valerie Manning of Holly Hill, who is personally known to me or produced John Penny as identification and did/did not take an oath.

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Elizabeth M Nelson
Commission No.: 2-27-2019
My Commission Expires: FF201240

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL TYING

DEVELOPER

Witness: Jeanette A. Buerr

Printed Name: Jeanette A. Buerr

Fountainhead Developers, LLC
a Florida Limited Liability Company

By: _____
Name: M. Jayson Meyer
Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 27th day of January, 2017 by M. Jayson Meyer of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

VALERIE MANNING
Notary Public - State of Florida
Commission # FF 898510
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Valerie Manning

Type or Print Name: Valerie Manning
Commission No.: FF898510
My Commission Expires: Oct. 30, 2019

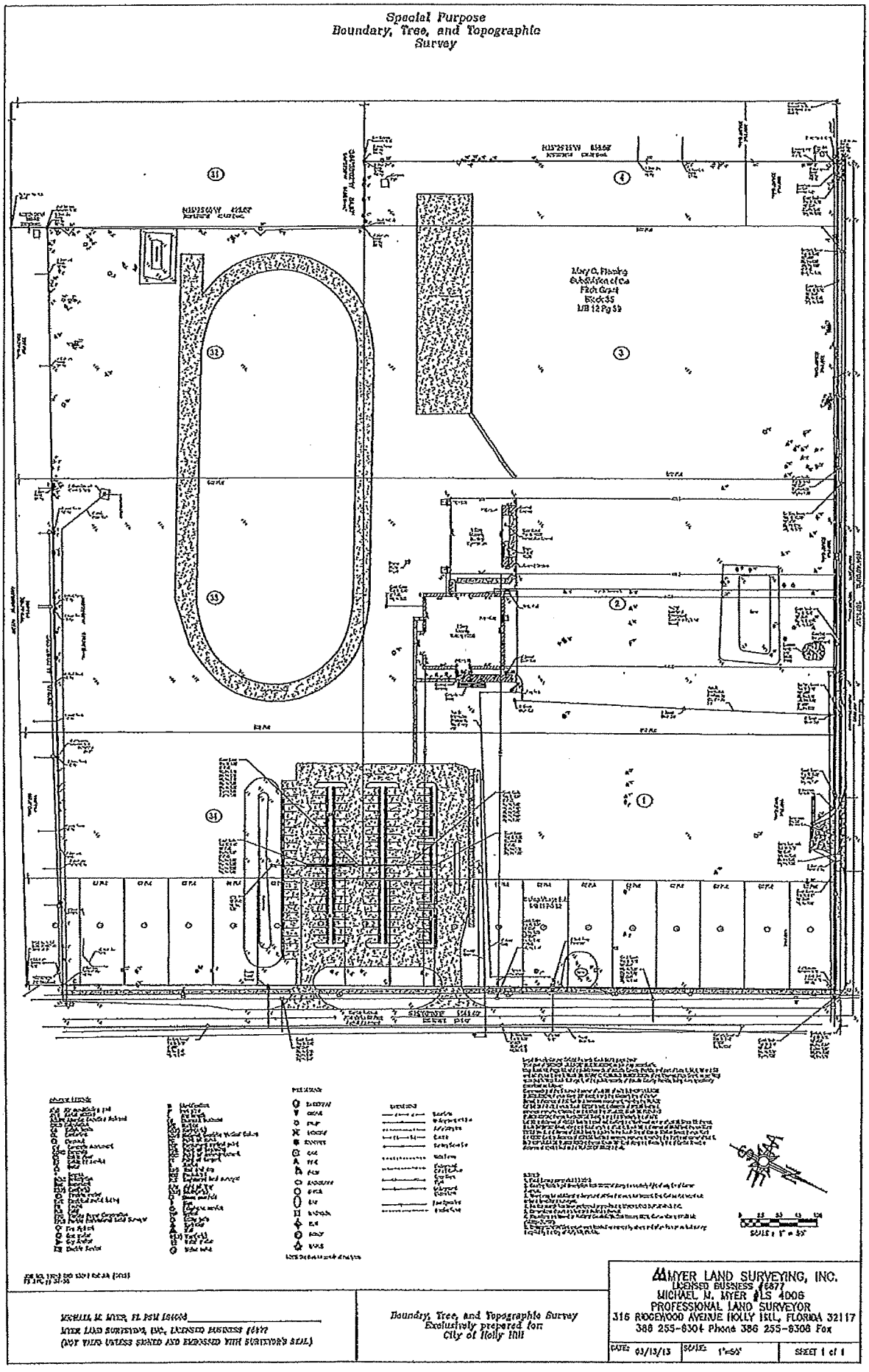
Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL

Exhibit A – Description of Property and Impact Fee Credits/Exemptions

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL ORIGINAL



Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

Proposed Development Impact Fees																	
		Corporate HQ	Med. Ofc	Office	Fit. Cntr	Daycare	Restaurant								Corp. Ofc.	Medical Of	Office
Sq. ft./Units		123,000	16,000	16,000	4,000	6,000	4,000	Total									
PR														PR			
Fire		$41,820.00	$5,440.00	$5,440.00	$1,360.00	$9,120.00	$1,360.00	$64,540.00						Fire	0.34	0.34	0.34
Police		$30,750.00	$4,000.00	$4,000.00	$4,280.00	$3,600.00	$7,080.00	$53,710.00						Law	0.25	0.25	0.25
Trans		$34,784.40	$17,129.60	$7,110.40	$3,312.80	$5,029.80	$3,676.40	$71,043.40						Trans	0.28	1.06	0.44
Water*		$8,958.60	$2,133.00	$2,133.00	$711.00	$711.00	$14,220.00	$28,866.60						Water	1422	1422	1422
Sewer*		$12,020.40	$2,862.00	$0.00	$954.00	$954.00	$19,080.00	$35,870.40						Sewer	1908	1908	1908
Subtotals		$128,333.40	$31,564.60	$18,683.40	$10,617.80	$19,414.80	$45,416.40	$254,030.40									
TOTAL								$254,030.40									
		Holly Hill Credits from Prior Use**	Proposed Use*	Credit minus Proposed Use	Credit or Debit to Developer												
School area	116,312	area*fee															
Fire	1.52	$176,794	$64,540.00	$112,254	Credit												
Police	0.6	$69,787	$53,710.00	$16,077	Credit												
Trans	0.44	$51,177	$71,043.40	-$19,866	Debit												
Water*	1422	$14,177	$28,866.60	-$14,689	Debit												
Sewer*	1908	$19,028	$35,870.40	-$16,848	Debit												
*Assumes the following:			ERUs														
123,000 Corporate Office			6.3														
16,000 sq. ft. office			0.5														
16,000 sq. ft. medical office			1.5														
4,000 sq. ft. fitness center			0.5														
6,000 sq. ft. daycare			0.5														
4,000 sq. ft. restaurant			10														
			0														
Total ERUs			19.3														
**Actual average daily consumption based on prior billing periods						9.97											
Volusia County Thoroughfare Road Impact Fees																	
Amount Due																	
Use	Intensity	Rate	Fee Amount														
Corporate Office	123,000	$1.48	$182,040.00														
Office	16,000	$2.31	$36,960.00														
Medical Office	16,000	$5.56	$88,960.00														

Fitness	4,000	$5.35	$21,400.00
Restaurant	4,000	$4.78	$19,120.00
Day Care	6,000	$4.39	$26,340.00
MFDU	88	$1,506.04	$132,531.52
Financial	0	$10.96	$0.00
TOTAL			$507,351.52
Amount of Credit			
School Area	116,312.00	$4.39	$510,609.68
Net			$3,258.16
This results in a credit estimate of $135,789.65 to the developer of the site.			

Flt Cntr	Day Care	Restaurant	MF DU	
				88
			$585.83	$51,553.04
0.34	1.52	0.34	$254.98	$22,438.24
1.07	0.6	1.77	$221.69	$19,508.72
0.82	0.83	0.91	$291.73	$25,672.24
1422	1422	1422	$1,422.00	$125,136.00
1908	1908	1908	$1,908.00	$167,904.00
				0

Exhibit B – Employee Incentives

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

JOB GROWTH/RETENTION INCENTIVE

Over Minimum Wage	Incentive $$	Eligibility	Hourly $	Annual $
125%	$ 1,000.00	Transfer	$ 10.06	$ 20,924.00
125%	$ 1,250.00	Transfer - Holly Hill Resident		
125%	$ 1,500.00	New Position		
125%	$ 1,750.00	New Position - Holly Hill Resident		
150%	$ 1,500.00		$ 12.07	$ 25,105.00
150%	$ 1,750.00	Transfer - Holly Hill Resident		
150%	$ 2,000.00	New Position		
150%	$ 2,250.00	New Position - Holly Hill Resident		
175%	$ 2,500.00	Transfer	$ 14.08	$ 29,286.00
175%	$ 2,750.00	Transfer - Holly Hill Resident		
175%	$ 3,000.00	New Position		
175%	$ 3,250.00	New Position - Holly Hill Resident		
200%	$ 2,750.00	Transfer	$ 16.10	$ 33,488.00
200%	$ 3,000.00	Transfer - Holly Hill Resident		
200%	$ 3,250.00	New Position		
200%	$ 3,500.00	New Position - Holly Hill Resident		
225%	$ 3,000.00	Transfer	$ 18.11	$ 37,668.00
225%	$ 3,250.00	Transfer - Holly Hill Resident		
225%	$ 3,500.00	New Position		
225%	$ 3,750.00	New Position - Holly Hill Resident		
250%+	$ 3,250.00	Transfer	$ 20.12	$ 41,849.00
250%+	$ 3,500.00	Transfer - Holly Hill Resident		
250%+	$ 3,750.00	New Position		
250%+	$ 4,000.00	New Position - Holly Hill Resident		

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL ORIGINAL

Exhibit C – PHASE 1, PARCEL 2

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

THE FOUNTAINHEAD

OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA
JANUARY 13, 2017

COLOR RENDERING

FOUNTAINHEAD MPUD

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

NO.	DATE	APPR.	REVISION

P.E. LIC. #
BUS. CERT. LIC. #

SCALE:
DESIGNED:
DRAWN:
DATE:
PROJECT NO.: 806
EDR BASE 15
SHT 1 OF 1

REVISED TOPOG. 1/24/17

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL ORIGINAL

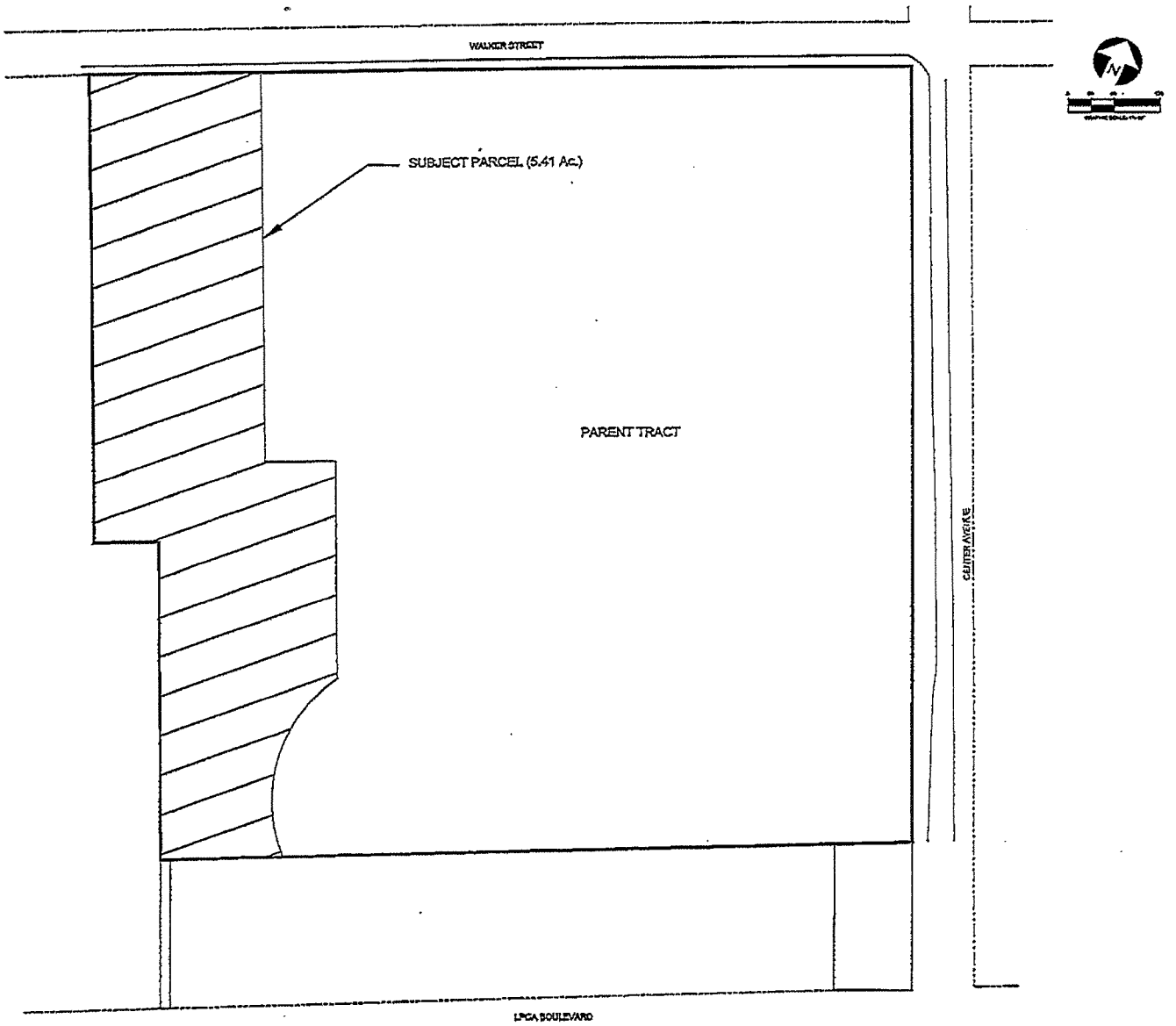
Exhibit D – New Employee/Expense Reimbursement information

To be determined at a later date

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

Exhibit E – Workforce Housing Parcel

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

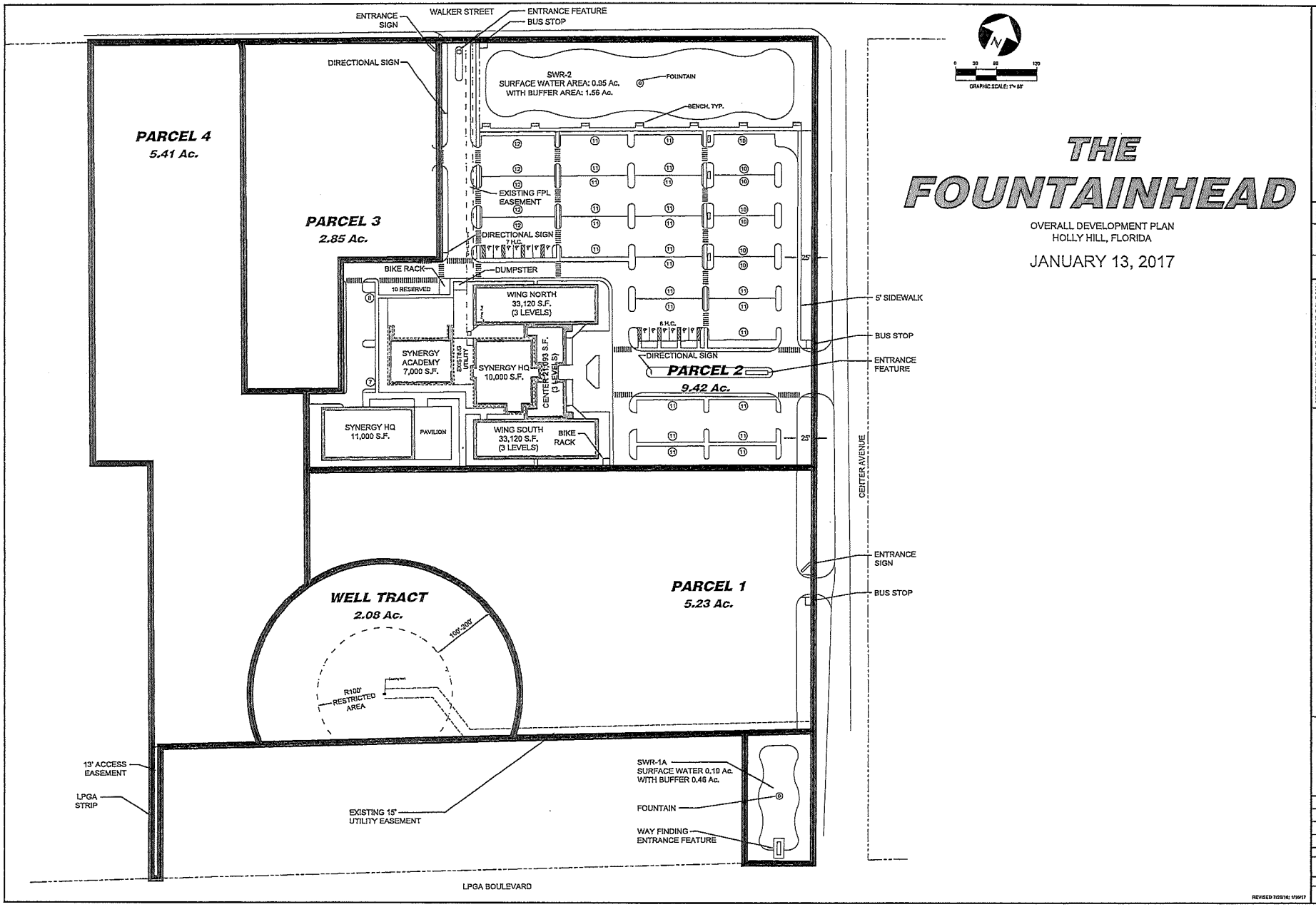


ORIGINAL ORIGINAL

Exhibit F – Option Parcels

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL ORIGINAL



THE FOUNTAINHEAD

OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA

JANUARY 13, 2017

REVISED 7/25/16; 1/16/17

NO.	DATE	APPR.	REVISION

THE PERFORMANCE GROUP
CIVIL ENGINEERING | PLANNING | DEVELOPMENT

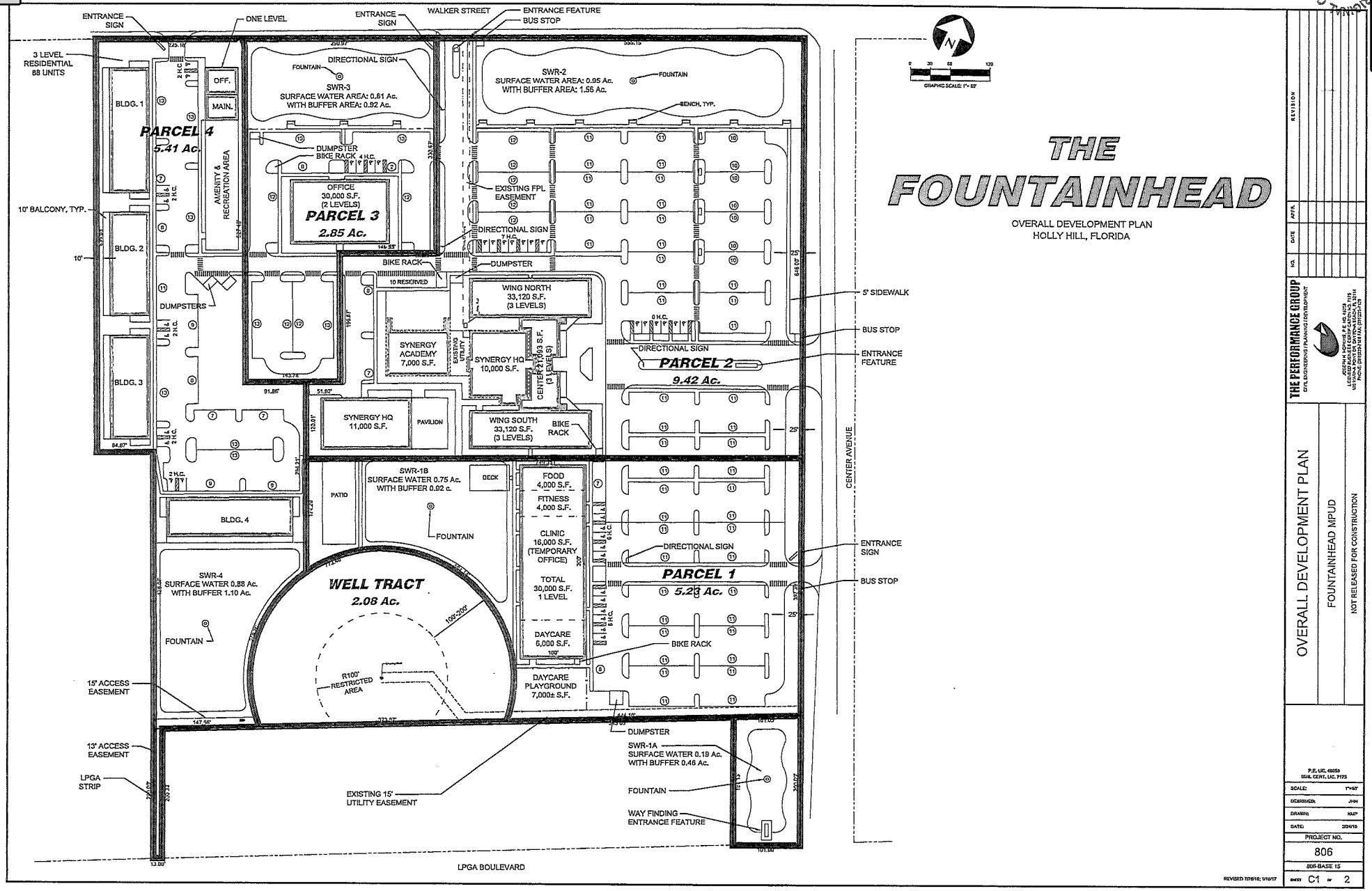
PARCEL 2 PAHSE 1 IMPROVEMENTS

FOUNTAINHEAD MPUD

NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 46659
BUS. CERT. LIC. 7178

SCALE:	1"=60'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	2/17/16
PROJECT NO.	806
806-BASE 15	
SHEET	C2 OF 2



THE FOUNTAINHEAD

OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA

REVISIONS

NO.	DATE	APP'R.

THE PERFORMANCE GROUP
CIVIL ENGINEERING • PLANNING • DEVELOPMENT

JOSEPH A. CORNELL, P.E. NO. 41259
LICENSED BUSINESS CERTIFICATE NO. 7173
1676 CLYDE AVENUE, NEW SMYRNA BEACH, FLORIDA 32169
PHONE: (386)423-1614 FAX: (386)423-1679

OVERALL DEVELOPMENT PLAN

FOUNTAINHEAD MPUD

NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 41259
BUS. CERT. LIC. 7173

SCALE:	1"=50'
DESIGNED:	JHH
DRAWN:	MAP
DATE:	3/24/16

PROJECT NO.
806
806-BASE 15

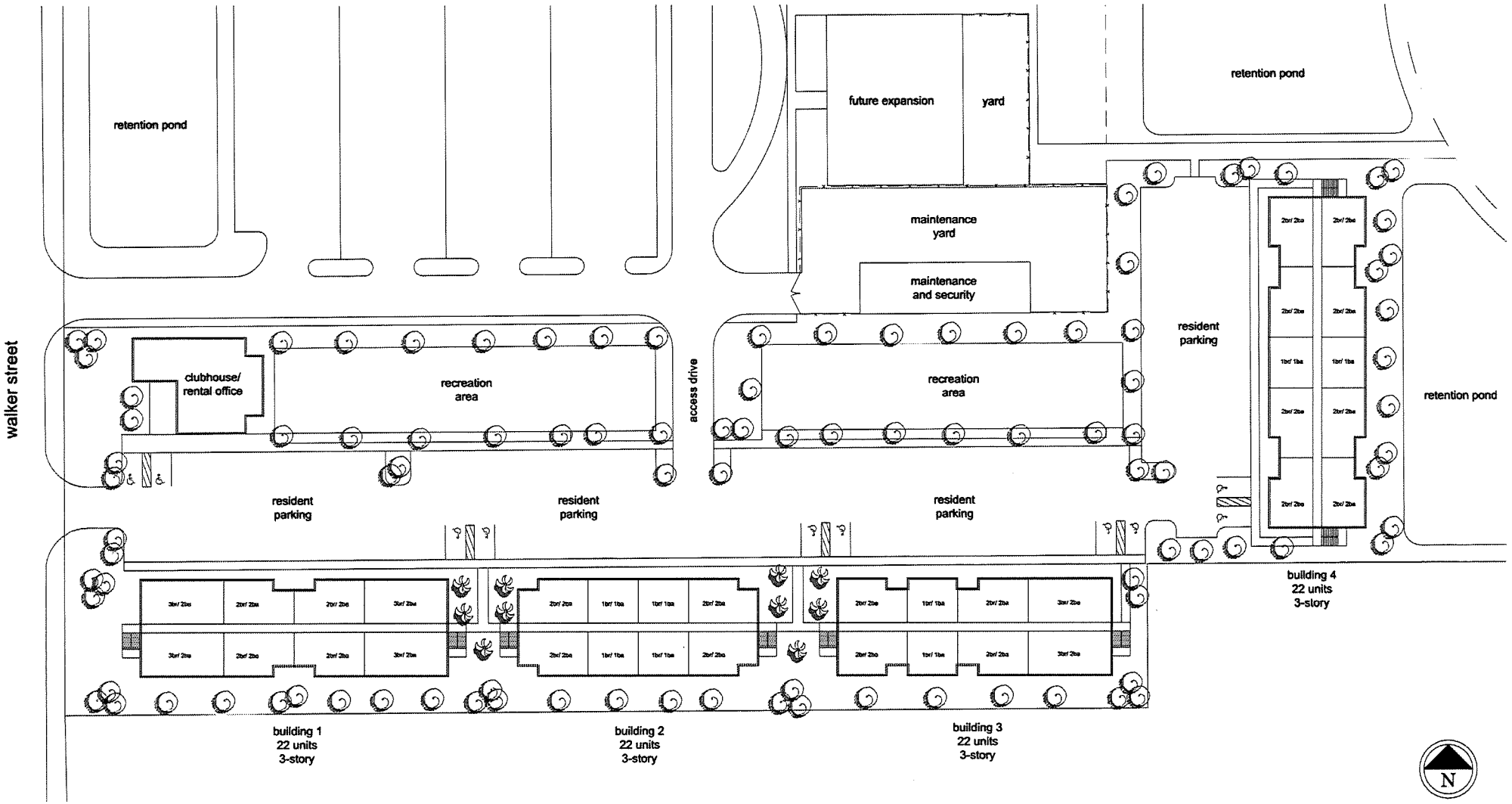
SHEET C1 OF 2

REVISED 7/26/16; 1/16/17

Exhibit G – Option Contract Form

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

ORIGINAL ORIGINAL



TAYLOR STUDIOS, INC.
architecture • arts • interiors • sustainability
941.780.0237 • info@taylorstudios.biz

Holly Hill Apartment Complex
Conceptual Site Plan
(88 Units)

1

Attachment: Redevelopment Incentive Agreement (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive

8/23/2017 9:14:19 AM
Instrument # 2017166072 #1
BOOK: 58 PAGE: 91
Laura E. Roth
Volusia County, Clerk of Court

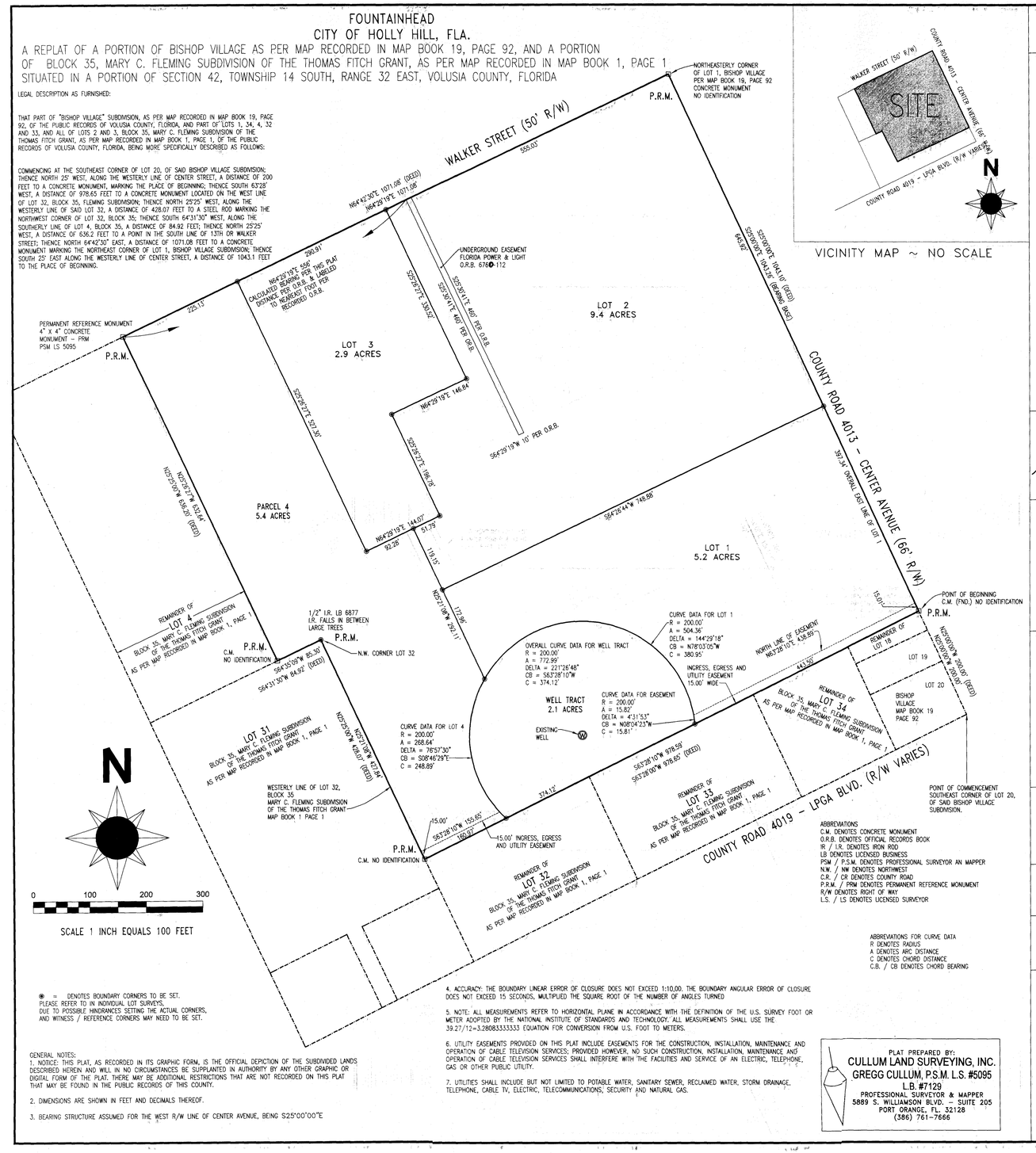
FOUNTAINHEAD
CITY OF HOLLY HILL, FLA.

A REPLAT OF A PORTION OF BISHOP VILLAGE AS PER MAP RECORDED IN MAP BOOK 19, PAGE 92, AND A PORTION OF BLOCK 35, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1 SITUATED IN A PORTION OF SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION AS FURNISHED:

THAT PART OF "BISHOP VILLAGE" SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 19, PAGE 92, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND PART OF LOTS 1, 34, 4, 32 AND 33, AND ALL OF LOTS 2 AND 3, BLOCK 35, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 20, OF SAID BISHOP VILLAGE SUBDIVISION; THENCE NORTH 25° WEST, ALONG THE WESTERLY LINE OF CENTER STREET, A DISTANCE OF 200 FEET, TO A CONCRETE MONUMENT, MARKING THE PLACE OF BEGINNING; THENCE SOUTH 63°28' WEST, A DISTANCE OF 978.65 FEET TO A CONCRETE MONUMENT LOCATED ON THE WEST LINE OF LOT 32, BLOCK 35, FLEMING SUBDIVISION; THENCE NORTH 25°25' WEST, ALONG THE WESTERLY LINE OF SAID LOT 32, A DISTANCE OF 428.07 FEET TO A STEEL ROD MARKING THE NORTHWEST CORNER OF LOT 32, BLOCK 35; THENCE SOUTH 64°31'30" WEST, ALONG THE SOUTHERLY LINE OF LOT 4, BLOCK 35, A DISTANCE OF 84.92 FEET; THENCE NORTH 25°25' WEST, A DISTANCE OF 636.2 FEET TO A POINT IN THE SOUTH LINE OF 13TH OR WALKER STREET; THENCE NORTH 64°42'30" EAST, A DISTANCE OF 1071.08 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 1, BISHOP VILLAGE SUBDIVISION; THENCE SOUTH 25° EAST ALONG THE WESTERLY LINE OF CENTER STREET, A DISTANCE OF 1043.1 FEET TO THE PLACE OF BEGINNING.



VICINITY MAP ~ NO SCALE

◉ = DENOTES BOUNDARY CORNERS TO BE SET.
PLEASE REFER TO IN INDIVIDUAL LOT SURVEYS, DUE TO POSSIBLE HINDRANCES SETTING THE ACTUAL CORNERS, AND WITNESS / REFERENCE CORNERS MAY NEED TO BE SET.

GENERAL NOTES:
1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED FOR THE WEST R/W LINE OF CENTER AVENUE, BEING S25°00'00"E

4. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,00. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS, MULTIPLIED THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED

5. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.280833333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS.

6. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

7. UTILITIES SHALL INCLUDE BUT NOT LIMITED TO POTABLE WATER, SANITARY SEWER, RECLAIMED WATER, STORM DRAINAGE, TELEPHONE, CABLE TV, ELECTRIC, TELECOMMUNICATIONS, SECURITY AND NATURAL GAS.

ABBREVIATIONS
C.M. DENOTES CONCRETE MONUMENT
O.R.B. DENOTES OFFICIAL RECORDS BOOK
IR / I.R. DENOTES IRON ROD
LB DENOTES LICENSED BUSINESS
PSM / P.S.M. DENOTES PROFESSIONAL SURVEYOR AN MAPPER
N.W. / NW DENOTES NORTHWEST
C.R. / CR DENOTES COUNTY ROAD
P.R.M. / PRM DENOTES PERMANENT REFERENCE MONUMENT
R/W DENOTES RIGHT OF WAY
L.S. / LS DENOTES LICENSED SURVEYOR

ABBREVIATIONS FOR CURVE DATA
R DENOTES RADIUS
A DENOTES ARC DISTANCE
C DENOTES CHORD DISTANCE
C.B. / CB DENOTES CHORD BEARING

PLAT PREPARED BY:
CULLUM LAND SURVEYING, INC.
GREGG CULLUM, P.S.M. L.S. #5095
L.B. #7129
PROFESSIONAL SURVEYOR & MAPPER
5889 S. WILLIAMSON BLVD. – SUITE 205
PORT ORANGE, FL. 32128
(386) 761-7666

PLAT BOOK: 58
PAGE: 91

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF HOLLY HILL, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "FOUNTAINHEAD" LOCATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED.

IN WITNESS WHEREOF, City of Holly Hill HAS CAUSED THESE PRESENTS TO BE SIGNED, ATTESTED, AND SEALED BY THOSE NAMED BELOW ON THIS 21 DAY OF August, 2017.

BY: _____
PRINTED NAME: JOHN PENNY, MAYOR

ATTEST:
WITNESS: _____
WITNESS: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF August 2017, BY _____ OF _____, WHO ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION.

BY Valerie Manning
NOTARY PUBLIC
MY COMMISSION EXPIRES October 30, 2019
COMMISSION NUMBER FF908510

VALERIE MANNING
Notary Public - State of Florida
Commission # FF 908510
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

CERTIFICATE OF CLERK
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON THE 23rd DAY OF August, 2017, AT 9:14 A.M./P.M.

Melba Seary DePuty Clerk
CLERK OF CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL

THIS STATEMENT HEREBY CERTIFIES ON August 8, 2017 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL.

BY: _____
MAYOR OF THE CITY OF HOLLY HILL

FILED FOR RECORD ON

ATTEST: Valerie Manning
CITY CLERK OF THE CITY OF HOLLY HILL

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

DATE: 8/21/2017

BY: _____

PRINT NAME: MICHAEL MYER P.S.M. – L.S. 4006
MYER LAND SURVEYING INCORPORATED
316 RIDGEWOOD AVENUE
HOLLY HILL FL 32117
386-255-6304

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON 8/22/17 THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

THIS IS TO CERTIFY THAT ON 8/24/17 THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ENGINEER

THIS IS TO CERTIFY THAT ON 8/24/2017 THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY SURVEYOR
Michael A. Myer, PSM LS 4006

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON _____ THE SURVEY WAS COMPLETED OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATIVE OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND MEETS THE MINIMUM TECHNICAL STANDARDS, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF HOLLY HILL, FLORIDA.

DATE: 8-16-17

GREGG S. CULLUM, P.S.M. – L.S. #5095
FLORIDA PROFESSIONAL SURVEYOR & MAPPER & SEAL

SHEET 1 OF 1

Attachment: Fountainhead Recorded Plat (3435 : Proposed First Amendment to the Fountainhead Redevelopment Incentive Agreement)