

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JANUARY 3, 2019

City Commission Chamber

Special Meeting

4:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call

2. REGULAR AGENDA

- 1. Resolution Resolution 2019-R-01 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Annual Purchase Order with Allied Universal Corporation Under the Price Schedule Set Forth Herein and Approve Annual Renewals in Accordance with the Cost Increase Provision of No More Than 3-Percent Annually; and Providing for Severability; and Providing for an Effective Date.

(Requested by Walt Smyser, Public Works)

- 2. Resolution Resolution 2019-R-02 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with S.E. Cline Construction, Inc., to Provide Construction Services for the Sunrise Park South Boat Ramp Improvement Project ITB 19-BG-06; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

- 3. Request for Lien Reduction - 9 Howard Dr. The City Has Received a Request for a Reduction of Lien "Code Enforcement Liens" that Have Been Placed on the Real Property Located at 9 Howard Dr.

(Requested by John McKinney, Finance)

3. ADJOURNMENT

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

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



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



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

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



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

2.1

MEETING DATE: January 3, 2019
FROM: Walt Smyser
SUBJECT: Resolution 2019-R-01 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Annual Purchase Order with Allied Universal Corporation Under the Price Schedule Set Forth Herein and Approve Annual Renewals in Accordance with the Cost Increase Provision of No More Than 3-Percent Annually; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2327)
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater. Over the past two years we participated in a cooperative bid coordinated by the City of Palm Coast. While the City had planned to utilize this contract for its third and final year, Palm Coast decided not to renew. As a result we need to obtain a new procurement authorization for liquid chlorine and liquid sulphur dioxide.

There are only three companies in Florida capable of providing liquid chlorine and liquid sulphur dioxide in the 1-ton cylinders the City utilizes, Brenntag Mid-South, Inc., JCI Jones Chemicals, and Allied Universal Corporation. Brenntag declined to provide pricing as they do not deliver enough chemicals to our area to support a truckload, and JCI does not have the necessary equipment to deliver the 1-ton cylinders to our site. Allied Universal Corporation has agreed to provide the chemicals under the following price schedule effective through September 30, 2019. There are no reimbursable expenses to be paid except as specifically set forth herein.

- (a) Liquid Chlorine (1 ton cylinders):
\$498.00 for Chlorine ton
Minimum delivery required: 4 cylinders
- (b) Liquid Sulphur Dioxide (1 ton cylinders):
\$653.00 for Sulfur Dioxide ton
Minimum delivery required: 2 cylinders

Allied Universal Corporation may apply for an annual cost increase to be effective October 1st of each budget year. Price increase shall be per the IHS Index for Chlorine and Sulfur Index for SO₂ with the annual increase not to exceed 3 percent. Allied Universal Corporation. must

provide a written request for the adjustment by March 1st before the next budget year. If an adjustment is not requested entitlement to the adjustment is waived for the new renewal term and shall not be taken into consideration in future adjustment calculations.

This agreement shall be in effect for 5 years.

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering both the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the different treatment processes. Funds are budgeted through the respective operating supplies accounts for both water and wastewater. This award is requested in accordance with Section of the City of Holly Hill Purchasing Policy, Chapter 8 - Waivers of Bid

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to enter to approve an annual purchase order with Allied Universal Corporation for the purchase of liquid chlorine and liquid sulfur dioxide under the price schedule set forth herein, and approve annual renewals in accordance with the cost increase provision of no more than 3 percent annually.

COMMISSION GOAL:

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

MOTION

APPROVE RESOLUTION 2019-R-01, AUTHORIZING THE CITY MANAGER TO APPROVE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN AND APPROVE ANNUAL RENEWALS IN ACCORDANCE WITH THE COST INCREASE PROVISION OF NO MORE THAN 3-PERCENT ANNUALLY.

ATTACHMENTS:

- Email(PDF)
- Request for Quote (PDF)

Resolution No. (ID # 2327)

RESOLUTION 2019-R-01 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN AND APPROVE ANNUAL RENEWALS IN ACCORDANCE WITH THE COST INCREASE PROVISION OF NO MORE THAN 3-PERCENT ANNUALLY; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2019-R-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN AND APPROVE ANNUAL RENEWALS IN ACCORDANCE WITH THE COST INCREASE PROVISION OF NO MORE THAN 3-PERCENT ANNUALLY; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and waste water treatment; and

WHEREAS, the City desires to retain Allied Universal Corporation to procure goods as listed herein and subsequently specifically set out in Purchase Orders to be issued under this Agreement, and upon the terms and conditions hereinafter set forth; and

WHEREAS, Allied Universal Corporation is competent and qualified to provide the desired goods to the City at the prices established according to the terms and conditions stated herein; and

WHEREAS, Allied Universal Corporation is desirous of performing and providing such goods upon said terms and conditions; and

WHEREAS, the goods are necessary to support the activities and programs of the City; and

WHEREAS, this award is requested in accordance with Section of the City of Holly Hill Purchasing Policy, Chapter 8 - Waivers of Bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2018-19 supply of liquid chlorine and liquid Sulphur dioxide for the Public Works Department to Allied Universal Corporation and authorizes the City Manager to execute any necessary purchase orders.

SECTION 2. PRICE SCHEDULE: Fiscal year 2018-19 price shall be:

- (a) Liquid Chlorine (1 ton cylinders):
\$498.00 for Chlorine ton
Minimum delivery required: 4 cylinders
- (b) Liquid Sulphur Dioxide (1 ton cylinders):
\$653.00 for Sulfur Dioxide ton
Minimum delivery required: 2 cylinders

SECTION 3. ANNUAL RENEWAL: Allied Universal Corporation may apply for an annual cost increase to be effective October 1st of each budget year. Price increase shall be per the Southern Area ALL Items CPI with an amount not to exceed 3 percent. Allied Universal Corporation must provide a written request for the adjustment by March 1st before the next budget year. If an adjustment is not requested, entitlement to the adjustment is waived for the new renewal term and shall not be taken into consideration in future. This agreement shall be in effect for 5 years.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 3rd day of JANUARY, 2019.



Walt Smyser <wsmyser@hollyhillfl.org>

Fwd: Chlorine/Sulfur Dioxide price

2 messages

John Dally <jdally@hollyhillfl.org> Thu, Nov 1, 2018 at 5:19 PM
To: Walt Smyser <wsmyser@hollyhillfl.org>
Cc: Mike Junker <mjunker@hollyhillfl.org>

Brenntag does not want to quote.

----- Forwarded message -----

From: **Stephanie Ubach/Mid-South/Brenntag**
<subach@brenntag.com>

Date: Thu, Nov 1, 2018 at 1:06 PM

Subject: RE: Chlorine/Sulfur Dioxide price

To: John Dally <jdally@hollyhillfl.org>

I was just about to email you. We're going to have to pass on quoting. I'm sorry – the location and qty just aren't matching up well.

Thank you!

Stephanie Ubach

Florida & S. Georgia

District Admin

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)



Brenntag Mid-South, Inc.

250 Central Florida Parkway

Orlando, FL 32824

Phone: 800-876-1727 x3213

E-Mail: subach@brenntag.com

Connecting**Chemistry**

From: John Dally <jdally@hollyhillfl.org>
Sent: Thursday, November 1, 2018 1:00 PM
To: Stephanie Ubach/Mid-South/Brenntag
<subach@brenntag.com>

Subject: Re: Chlorine/Sulfur Dioxide price

I need the price for the Cl_2 and SO_2 still. I understand if the price would be very high or if you're unable to supply us. But I need something either way so I can clear this off my desk. Thanks.

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

On Mon, Oct 29, 2018 at 5:32 PM, Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com> wrote:

Good afternoon John, sorry for the delay I'm trying to figure out the most cost effective solution for deliveries on these for both of us. Are cherry picker is on the end of town only once every other week. I will firm something up for you tomorrow. If I need to call you what is the best number to contact you?

Thank you!

Steph

407-857-9310 x3213

Sent from Samsung Note 8

*please excuse any typos *

From: Lisa Funkhouser/Mid-South/Brenntag

Sent: Monday, October 29, 2:30 PM

Subject: RE: Chlorine/Sulfur Dioxide price

To: John Dally

Cc: Stephanie Ubach/Mid-South/Brenntag

Hi John,

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

Stephanie is working on this for you and you will have it later this afternoon, it may be after 5pm.

Thank you,

Lisa Funkhouser

Sales Manager – Miami and Orlando

Brenntag Mid-South, Inc.

250 Central Florida Parkway

Orlando, FL 32824

Phone: 270-869-4543

E-Mail: lbarnett@brenntag.com

From: John Dally <jdally@hollyhillfl.org>

Sent: Monday, October 29, 2018 12:46 PM

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

To: Lisa Funkhouser/Mid-South/Brenntag
<Lfunkhouser@brenntag.com>

Subject: Re: Chlorine/Sulfur Dioxide price

Do you pricing yet? Thanks.

On Fri, Oct 26, 2018 at 2:58 PM, John Dally
<jdally@hollyhillfl.org> wrote:

Yes that would be fine.

On Fri, Oct 26, 2018 at 2:00 PM, Lisa Funkhouser/Mid-South/Brenntag <Lfunkhouser@brenntag.com> wrote:

Hi John,

We are not able to have assets on your property for that amount of time but we are happy to deliver 1-2 as needed. Would you like pricing on that quantity?

Thank you,

Lisa Funkhouser

Sales Manager – Miami and Orlando

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

Brenntag Mid-South, Inc.

250 Central Florida Parkway

Orlando, FL 32824

Phone: 270-869-4543

E-Mail: lbarnett@brenntag.com

From: John Dally <jdally@hollyhillfl.org>

Sent: Friday, October 26, 2018 1:44 PM

To: Lisa Funkhouser/Mid-South/Brenntag
<Lfunkhouser@brenntag.com>

Subject: Re: Chlorine/Sulfur Dioxide price

Cl2 about 40 days. So2 about 90 days.

On Fri, Oct 26, 2018 at 1:27 PM, Lisa Funkhouser/Mid-South/Brenntag
<Lfunkhouser@brenntag.com> wrote:

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

Good Afternoon John,

I will get pricing for you, we have to get this from our corporate office. I know you need pricing as soon as Possible. Can you let me know how long you will be keeping the Chlorine and Sulfur Dioxide ton cylinders?

Thank you,

Lisa Funkhouser

Sales Manager – Miami and Orlando



Brenntag Mid-South, Inc.

250 Central Florida Parkway

Orlando, FL 32824

Phone: 270-869-4543

E-Mail: lbarnett@brenntag.com

Connecting**Chemistry**

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

From: John Dally <jdally@hollyhillfl.org>

Sent: Friday, October 26, 2018 1:13 PM

To: Lisa Funkhouser/Mid-South/Brenntag
<Lfunkhouser@brenntag.com>

Subject: Chlorine/Sulfur Dioxide price

I need price for 1 ton cylinders of sulfur dioxide and chlorine. One time delivery of 5 cl2 cylinders and 3 so2 cylinders need a cherry picker. and need pricing asap. Thank you.

--

John R. Dally, WWTF Operator III

Department of Public Works

[City of Holly Hill](#)

[453 LPGA Boulevard](#)

[Holly Hill, FL 32117](#)

386-248-9463 (office)

386-248-9499 (fax)

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

jdally@hollyhillfl.org

www.hollyhillfl.org

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NOTICE OF CONFIDENTIAL COMMUNICATION This communication and any subsequent electronic communication relating to this matter, including any attachments, constitute an "electronic communication" within the

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

meaning of the Electronic Communications Privacy Act, 18 U.S.C.A. §2510 or any similar law of any other jurisdiction. In addition, this and any subsequent electronic communication, and any attachments, may be subject to the attorney-client privilege or be considered attorney work product.

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Please note that any views or opinions presented in this communication or any subsequent communication, including any attachments, are solely those of the author or sender and do not necessarily represent those of Brenntag or its affiliated companies. Neither Brenntag nor any of its affiliated companies

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

accepts any liability for any damage caused by any virus transmitted by any email or its attachments.

--

John R. Dally, WWTF Operator III

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Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

--

John R. Dally, WWTF Operator III

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[Holly Hill, FL 32117](#)

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Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

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If you believe that you received this email in error, please do not read, copy, use or disclose this communication to others; also please notify the sender by replying to this message, and then delete it from your system. Please verify that you will delete the e-mail in your reply. Thank you.

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John R. Dally, WWTF Operator III

Department of Public Works

City of Holly Hill

453 LPGA Boulevard

Holly Hill, FL 32117

386-248-9463 (office)

386-248-9499 (fax)

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

jdally@hollyhillfl.orgwww.hollyhillfl.org

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John R. Dally, WWTF Operator III
Department of Public Works
City of Holly Hill
[453 LPGA Boulevard](#)
[Holly Hill, FL 32117](#)
386-248-9463 (office)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

Walt Smyser <wsmyser@hollyhillfl.org> Fri, Nov 2, 2018 at 6:51 AM
To: Antoine Khoury <akhoury@hollyhillfl.org>, John McKinney
<jmckinney@hollyhillfl.org>

So now we are back to one supplier

Walt Smyser, Public Works Deputy Director
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
(386)248-9463 (office)
(386)248-9499 (fax)
wsmyser@hollyhillfl.org
www.hollyhillfl.org
[Quoted text hidden]

Attachment: Email (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)



John Dally <jdally@hollyhillfl.org>

CL/SO2 Pricing

3 messages

John Dally <jdally@hollyhillfl.org>

Fri, Dec 7, 2018 at 10:44 AM

To: hglass@jcichem.com

Cc: Walt Smyser <wsmyser@hollyhillfl.org>

I need a quote for chlorine and sulfur dioxide one (1) ton cylinders. The price must include delivery with a **cherry picker** to Holly Hill Florida with delivery within five days of placing order. The facility orders a max of 4 one (1) ton chlorine and three one(1) ton sulfur dioxide. We do not order chlorine and sulfur dioxide at the same time so they would be separate deliveries. Amount needed ~44 tons Chlorine ~12 tons sulfur dioxide. Quote must be for both chemicals.

--

John R. Dally, WWTF Operator III
 Department of Public Works
 City of Holly Hill
 453 LPGA Boulevard
 Holly Hill, FL 32117
 386-248-9463 (office)
 386-248-9499 (fax)
 jdally@hollyhillfl.org
 www.hollyhillfl.org

Heather Glass <hglass@jcichem.com>

Fri, Dec 7, 2018 at 10:48 AM

To: John Dally <jdally@hollyhillfl.org>

Cc: Walt Smyser <wsmyser@hollyhillfl.org>

Well received, will provide a quote as soon as possible. Thanks

Is it one delivery address or will it go to different places ?

From: John Dally [mailto:jdally@hollyhillfl.org]
Sent: Friday, December 07, 2018 10:45 AM
To: Heather Glass <hglass@jcichem.com>
Cc: Walt Smyser <wsmyser@hollyhillfl.org>
Subject: CL/SO2 Pricing

Attachment: Request for Quote (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)

EXTERNAL MAIL: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

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John Dally <jdally@hollyhillfl.org>
To: hglass@jcichem.com

Fri, Dec 7, 2018 at 11:29 AM

Same site 453 LPGA blvd. but cherry picker would have to set up twice water plant and wastewater for CL@ about 100 yards apart.

[Quoted text hidden]

Attachment: Request for Quote (2327 : Purchase of Liquid Chlorine and Sulfur Dioxide)



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

**City Commission
Resolution**

2.2

MEETING DATE: January 3, 2019
FROM: John McKinney
SUBJECT: Resolution 2019-R-02 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with S.E. Cline Construction, Inc., to Provide Construction Services for the Sunrise Park South Boat Ramp Improvement Project ITB 19-BG-06; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2316)
APPLICANT:
PLANNER:

DISCUSSION:

The City issued an Invitation to Bid (ITB) to seek a qualified contractor for demolition of an existing parking lot and boat ramp; constructing an improved boat ramp; expanded parking lot; accessory docks; a floating kayak/canoe launch; stormwater system; mechanical dredging of an access channel; sidewalks and pavilions located at 1135 Riverside Drive in Holly Hill Florida. The solicitation was ITB 19-BG-06 for Sunrise Park Boat Ramp Improvements and six firms submitted bids.

- | | |
|-------------------------------------|----------------|
| 1. Kirton Enterprise, Inc. | \$1,012,622.00 |
| 2. S.E. Cline Construction, Inc. | \$1,094,325.00 |
| 3. Saboungi Construction, Inc. | \$1,152,274.00 |
| 4. Brothers Construction, Inc. | \$1,298,929.20 |
| 5. A.G. Pifer Construction Co. Inc. | \$1,577,721.50 |
| 6. West Construction, Inc. | \$1,589,747.20 |

The Evaluation Committee met on Friday, December 14, 2018 at 10:00 a.m. in a properly noticed public meeting and reviewed the recommendation of award as presented by our Engineer of Record on this project, Dredging & Marine Consultants (DMC). It was the recommendation of the review committee and the City's Engineer of Record, DMC, that the City determine Kirton Enterprises, Inc as non-responsive/responsible and award the contract to S.E. Cline Construction, Inc., as they found their proposal to be the lowest and most responsive & responsible bidder. Attached you will find DMC's review of awarding to S.E. Cline Construction, Inc.

The Evaluation Committee reviewed DMC's Evaluation and found that S.E. Cline Construction, Inc. is the lowest most responsive & responsible bidder based on DMC's evaluation.

Additionally, attached to this agenda item you will find the City Managers response to the Bid Protest by Kirton Enterprises, Inc with all the backup Exhibits.

FISCAL ANALYSIS:

This is budgeted in 301-8110-580.63-00 for \$1,140,440.

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to execute a contract with S.E. Cline Construction, Inc., per the terms and conditions of ITB 19-BG-06 not to exceed \$1,094,325.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to execute a contract with S.E. Cline Construction, Inc., per the terms and conditions of ITB 19-BG-06 not to exceed \$1,094,325.

ATTACHMENTS:

- ITB 19-BG-06 Cline Construction (PDF)
- ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Notice of Recommendation (PDF)
- ITB 19-BG-06 Sunrise Boat Ramp - Bid Protest Kirton Enterprises, Inc (PDF)
- ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Construction Contract (PDF)
- City Manager Response (DOCX)
- Exhibit A - Kirton Enterprises Bid Proposal (PDF)
- Exhibit B - Engineer of Record Recommendation (PDF)
- Exhibit C - Kirton Protest letter (PDF)
- Exhibit D - Management Response (PDF)
- Exhibit E - Kirton Appeal (PDF)
- Exhibit F - Cline Construction Bid Proposal (PDF)

Resolution No. (ID # 2316)**RESOLUTION 2019-R-02 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES FOR THE SUNRISE PARK SOUTH BOAT RAMP IMPROVEMENT PROJECT ITB 19-BG-06; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2019-R-02**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES FOR THE SUNRISE PARK SOUTH BOAT RAMP IMPROVEMENT PROJECT ITB 19-BG-06; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of a Construction firm perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to complete the construction of and all appurtenant work thereto, as described as the **ITB 19-BG-06 - SUNRISE PARK BOAT RAMP IMPROVEMENTS**; and

WHEREAS, all work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof; and

WHEREAS, S.E. CLINE CONSTRUCTION. INC., has submitted the lowest responsive/responsible bid for this project under the **ITB 19-BG-06 - SUNRISE PARK BOAT RAMP IMPROVEMENTS**.

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

SECTION 1. That the City Commission does approve the contract and award the bid to S.E. CLINE CONSTRUCTION, INC., in the amount of \$1,094,325.00 and further authorize the City Manager to enter into and execute a contract with S.E. CLINE CONSTRUCTION, 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 3rd day of JANUARY, 2019.



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

Invitation to Bid

Sunrise Park Boat Ramp Improvements ITB # 19-BG-06

Submitted to: City of Holly Hill, Florida

December 12, 2018

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET



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

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PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



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

Tab I – Management Summary

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

S.E. Cline Construction, Inc. is pleased to present our bid to serve the City of Holly Hill for Sunrise Park Boat Ramp Improvements. We look forward to continuing a quality working relationship with the City of Holly Hill.

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

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

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

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

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



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

Tab II – Corporate Experience and Capacity

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

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

Our revenue averages \$12 Million annually.

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

Company Officers / Owners:

Scott D. Sowers, President

Daniel Paton, Vice President

Cyriacus Alcindor, Corp. Secretary

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

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

S.E. Cline Construction, Inc.
EQUIPMENT LIST

WASTE RECYCLER

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

BULL DOZERS

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

RUBBER TIRE LOADERS

WL-1 CATERPILLAR	950 LOADER
WL-2 CATERPILLAR	924 LOADER
WL-9 CATERPILLAR	928 LOADER
WL-10 CATERPILLAR	950 II LOADER
WL-11 CATERPILLAR	938 G LOADER
WL-12 CATERPILLAR	928 GZ LOADER
WL-13 CATERPILLAR	950 H LOADER
WL-14 CATERPILLAR	938 LOADER

RUBBER TIRE BACKHOE / LOADER COMBINATION

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

EARTH MOVERS

CATERPILLAR	615 SCRAPER PAN
CATERPILLAR	613 SCRAPER PAN

TRACK EXCAVATORS

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

ARTICULATED END DUMP TRUCKS

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

OFF ROAD WATER TANKER

WT-2	OFFROAD DROP IN TANKER
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VIBRATORY ROLLER COMPACTORS

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

MOTOR GRADERS

MG-3	2011 12M MOTOR GRADER
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SKID STEER LOADERS

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

TRACTORS

TR-5 CHALLENGER	MT665B TRACTOR
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OVER THE ROAD TRUCKS & TRAILERS

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

CRANES

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

PUSH BOATS & BARGES

MC-2	12' X 28' X 3' LEADS PILE BARGE W/ EQUIP
MC-3	25' GARVEY PUSHBOAT & TRAILER
MC-5	16' X 40' X 4' SELF POWERED DREDGE BARGE
MC-6	18' PUSHBOAT & TRAILER
MC-7	21' X 45' X 5' 20 TON CRANE BARGE W/ SPUDS
MC-8 A,B & POWER PACK	16' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A,B,C & POWER PACK	24' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A,B,C,D & POWER PACK	32' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A&B	16' X 40' X 5' DECK BARGE

MC-8 A,B&C	24' X 40' X 5' DECK BARGE
MC-8 A,B,C&D	32' X 40' X 5' DECK BARGE
MC-14	19' ALUMINUM BOAR W/ 90 HP HONDA

MISCELLANEOUS SMALL EQUIPMENT

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



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

Tab III Customer Listing

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

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

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount
Seaside Landings	#4381	Seaside Landings, LLC (Patten Co.)	Feb-18	Nov-18	\$ 488,349.6
<i>Installation of Common Area Dock to include design and permitting.</i>		1100 5th Ave. South, Ste. 404 Naples, FL 34102 Rusty Simmons (239) 963-9783			
Cedar Point Pedestrian Trail	#937	City of Jacksonville	Feb-18	Jul-18	\$ 488,349.6
<i>Construction of 236' pedestrian bridge over Cedar Point Creek</i>		117 W. Duval St., Ste 375 Jacksonville, FL 32202 Daryl Weinstein (904) 255-8925			
Sailpoint Bay	#944	Continental Property Services	Oct-17	Nov-17	\$ 258,638.6
<i>New Coquina Revetment and Repairs to Existing</i>		444 Seabreeze Blvd. S-600 Daytona Beach, FL 32118 Russ Bryant (386)238-7400			
Palm Coast Resort Dock	#941	Palm Coast Resort Comm.	Oct-17	Nov-17	\$ 57,761.0
<i>Demolish of existing dock / installation of new T-dock</i>		C/O May Mgmt. Svcs. Inc. 1 Hammock Beach Pkwy., Suite 102 Palm Coast, FL 32137 Alice Randolph (386) 446-0085			
Rebuilt Hurricane Matthew Damaged Dock	#4403	Halifax Landing Owners Assoc. Inc.	Jun-17	Aug-17	\$ 42,028.4
		2801 S. Ridgewood Ave. South Daytona, FL 32119			
BS2 Water Control Structure Rehabilitation	#4400	City of Palm Coast	Nov-16	Feb-17	\$ 297,810.5
<i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>		160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721			
Marineland Marina Phase II		Marineland	Aug-16	Feb-17	\$ 432,391.8
<i>Design Build fixed dock, installation of floating docks and electrical facilities. 4,400 CY Dredging</i>	#4396	9507 Oceanshore Blvd. St. Augustine, FL 32080 Chris Kelley (904) 315-9892			
Kingsley Lake Boat Ramp and Dock	#4389	Kingsley Ventures Dev., Co., LLC	Mar-16	Aug-16	\$ 178,218.0
		1050 SE 6th Street Butler, FL 32054			
Riverfront Park Kayak Launch	#4386	City of South Daytona	Mar-16	Apr-16	\$ 42,820.0
<i>Installation of concrete floating dock and kayak cradles</i>		P.O. Box 214960 South Daytona, FL 32120 Greg Bartholomew (386) 322-3070			
Ramp Road Boat Ramp Installation	#4385	City of Cocoa Beach, Florida	Jan-16	Feb-16	\$ 89,126.1
<i>Installation of pre-cast boat ramp to include excavation</i>		2 South Orlando Avenue Cocoa Beach, FL 32932 Wayne Carragino (321) 868-3215			

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount	2.2.a
Lehigh Canal Spoil Removal <i>Removal / Stockpile / Disposal of 3,700+ C.Y. of spoil from canal</i>	#4382	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Oct-15	Nov-15	\$ 128,308.00	
PA-1 Surface Water Control Structure <i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>	#4377	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	May-15	Oct-15	\$ 447,304.11	
Seaside Landings Walkover & Gazebo <i>Permit / Replace walkover and covered gazebo. Flagler County Florida</i>	#4378	Seaside Landings, LLC 1100 5th Ave. South, Ste. 404 Naples, FL 34102 Pete Scerbo (239) 963-9783	Aug-15	Sep-15	\$ 40,635.00	
Replace, owner furnished Piling / Install Owner's Floating Dock / Misc. Marine <i>150 Iberia Street, St. Augustine</i>	#4376	Marine Supply & Oil Company P.O. Box 513 St. Augustine, FL 32085 Darrell Poli (904) 829-2271	May-15	Sep-15	\$ 66,320.00	
Phase III Riverfront Improvements Floating Docks <i>Installation of floating timber docks system, including concrete piling with caps and mooring piles.</i>	#4373	City of Palatka 201 N. 2nd Street Palatka, FL 32177 Jonathan Griffith (386) 329-0100	Feb-15	Apr-15	\$ 188,712.41	
Tidelands Condominums Observation Piers <i>Furnish labor, equipment and materials for completion of 2 observations piers.</i>	#4361	Tidelands Condo. Association C/O MAY Management 5455 A1A South St. Augustine, FL 32080 Paul Hyde (904) 687-1794	May-14	Mar-15	\$ 149,509.91	
LO-1 Surface Water Control Structure <i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>	#4368	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Nov-14	Feb-15	\$ 324,577.61	
Phase II Riverfront Improvements <i>Improvements to Riverfront including new parking lot, retention pond excavation, new floating docks, and shoreline protection using coquina rip rap.</i>		City of Palatka 201 N. 2nd Street Palatka, FL 32177 Jonathan Griffith (386) 329-0100		Nov-14	\$ 1,156,343.51	
Astor Marina Restaurant <i>Helical underpinning of foundation. Jacket and epoxy seal timber piling. Replaced beams and equalized load, leveled floor. Shoreline Stabilization with riprap bags. Install retaining wall to hold back foundations soils.</i>	#4365	Port of Call Yacht Club, LLC 841 Ballough Raod Daytona Beach, FL 32114 Hugh Upton (386) 334-5200	Jul-14	Aug-14	\$ 96,818.01	
LCWA Hickory Point Dock Improvements <i>Rebuilding of 6 Alum. fixed piers, and installing of 6 gangways/floating docks/ ADA kayak launches</i>	#4362	Lake County Water Authority 107 North Lake Avenue Tavares, Florida 32778 Michael Perry (352) 343-3777	May-14	Jul-14	\$ 114,925.01	

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount	2.2.a
Tidelands Condominiums Rip Rap Clearing / Grading / Armoring of 1,900 LF of Shoreline Utilizing Coquina	#4360	Tidelands Condo. Association C/O MAY Management 5455 A1A South St. Augustine, FL 32080 Paul Hyde (904) 687-1794	Mar-14	Jun-14	\$ 184,500.25	
M-3 Surface Water Control Structure Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks	#4356	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Feb-14	May-14	\$ 367,696.1	
Gateway Promenade Improvements 995' Elevated Timber Boardwalk w/ Timber Handrail and Covered Pavilion Overlook Along A1A	#4355	City of Flagler Beach 116 3rd Street South Flagler Beach, FL 32136 Robert Smith (386) 517-2000	Oct-13	Apr-14	\$ 534,173.6	
Public Dock Facility @ Sanford Marina Expansion of Existing Marina to include: Fixed Pier, Gangway, Floating Dock System, Repair Modifications to Breakwater Wall and Fender Systems.	#4354	City of Sanford 300 N. Park Avenue Sanford, FL 32771 Robert Beall (407) 688-5000 Ext.5423	Aug-13	Nov-13	\$ 372,719.9	
Three Sisters Water Control Structure Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structures I-1, I-4, and I-6 / increasing storage capacity of stilling basin / stabilization of banks	#4351	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Jan-13	Jul-13	\$ 1,011,570.3	
Knox Bridge Fender Replacement Demolition of existing time fender system and installation of new timber fender system.	#4348	Volusia County 123 W. Indiana Ave., 4th Floor DeLand, FL 32720 Jim Price (386) 561-8666	Oct-12	May-13	\$ 793,139.5	
Crandall Riverfront Stabilization Project Removal of Existing Remnant Timber Bulkhead and Replace with New Timber Bulkhead to include Associated Revetment and Fill		Rayonier TerraPoint Services, Inc. 1901 Island Walkway Fernandina Beach, Florida 32034 Larry Lyons (904) 321-5532		Dec-12	\$ 1,508,052.0	
L-4 Water Control Structure Rehabilitation Emergency Repairs to Existing Structure, New Riser and Gate		City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721		Nov-12	\$ 281,344.1	
Princess Place Road Design/Build Bridge No. 734090 Replacement Demo existing concrete bridge, design and construct new covered timber vehicular-pedestrian bridge.		County of Flagler 1769 E. Moody Boulevard, Building 2, Suite, 304 Bunnell, Florida 32110 Amy Kennedy (386) 313-4047		Oct-12	\$ 548,440.2	
R-1 Weir Replacement Construct new weir and restore site		City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721		Jun-12	\$ 409,825.0	

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-



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

Tab IV Acceptance of Conditions

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



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

Tab V Licenses

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

Please find attached licenses for Scott D. Sowers CGC061947 and Jackson B. Sampsel CUC1224762

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

SOWERS, SCOTT DALE

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

LICENSE NUMBER: CGC061947

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

SAMPSELLE, JACKSON BOMMER

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

LICENSE NUMBER: CUC1224762

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



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

Tab VI Required Forms

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

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

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

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:

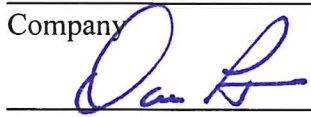
- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

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

- ☒ The **mailing envelope** must be sealed and marked with Invitation to Bid Number "ITB 19-BG-06", Proposal Title "SUNRISE PARK BOAT RAMP IMPROVEMENTS" and "Due Date November 30, 2018 @ 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 ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

**PROFESSIONAL SERVICES AGREEMENT
SUNRISE PARK BOAT RAMP IMPROVEMENTS
Invitation to Bid (ITB) #19-BG-06**

THIS AGREEMENT is made and entered into this 18th day of December, 2018, by and between S.E. Cline Construction, Inc., duly authorized to conduct business in the State of Florida and whose address is 18 Utility Dr., Palm Coast, FL 32137, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB # 19-BG-06), 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 two hundred and ten (days) from the date of award.

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

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

For City:

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

For Contractor:

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF HOLLY HILL

WITNESSES:

Luanne Waters
Luanne Waters

Maria Ayala
Maria Ayala

Attachments: A. ITB # 19-BG-06

B. Firm Response to ITB

Joseph Forte, City Manager

Dated: _____

FIRMS

By: Dan R. Paton, Vice President

Dated: December 12, 2018

Approved by the City Commission of the City of Holly Hill at a meeting held on this 18th day of December, 2018 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

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

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

S.E. Cline Construction, Inc.
Company

18 Utility Drive
Address


Authorized Signature

Palm Coast, FL 32137
City, State, Zip Code

Daniel Paton, V.P.
Printed Name & Title

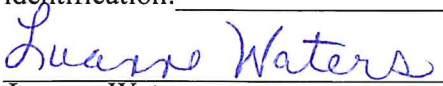
(386) 446-6444
Telephone No.

marine@clineconstruction.net
Email

(386) 446-6481
Fax No.

State of Florida
City of Palm Coast

SUBSCRIBED AND SWORN to before me this 12th day of December, 2018, by
Daniel Paton, ~~who is personally known to me~~ to be the
Vice President for the Firm, OR who produced the following
identification: _____


Luanne Waters



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

Notary Public

My Commission Expires: July 10, 2022

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

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

% Completed	Project	Contract Amount
69%	Florida Hosp. Bulkhead Orlando	\$ 736,813.83
40%	Marina Del Palm	\$2,543,347.60
32%	Roberts Rd. CKD	\$1,557,120.84
51%	Palatka Gravity Sewer	\$ 900,142.01
58%	Bunnell WWTP	\$ 323,765.00
3%	Daytona WRWRF Improvements	\$5,365,470.00

See Other Information About Project, below, for continued list.

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

Los Lagos \$2,031,000.00, in contract finalization.

OTHER INFORMATION ABOUT PROJECTS:

Cont. List Major Work:

23%	WaWa Palm Coast	\$ 492,376.87
0%	Las Casitas (to start Jan. 2019)	\$2,223,339.63
10%	C.O. Palm Coast R PEP	\$ 442,714.00
2%	Volusia Highbridge Pier Repl.	\$ 404,974.95

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

N/A

FEES:

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

\$ N/A **Total Fees for work done on all City projects**

No work performed for City of Holly Hill in past five (5) years.

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

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____☐ Sole Proprietorship/Years in Business: _____☐ Other: Please list: _____

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

S.E. Cline Construction, Inc.

Company



Authorized Signature

Daniel Paton, V.P.

Printed Name & Title

marine@clineconstruction.net

Email

18 Utility Drive

Address

Palm Coast, FL 32137

City, State, Zip Code

(386) 446-6444

Telephone No.

(386) 446-6481

Fax No.

DECLARATION STATEMENT

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

RE: ITB NO. 19-BG-06 "SUNRISE PARK BOAT RAMP IMPROVEMENTS"

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 **ITB # 19-BG-06**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 12th day of December, 2018 in the City of Palm Coast, in the State of Florida.

S.E. Cline Construction, Inc.
Company

Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ <u>500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB** Number and **SUNRISE PARK BOAT RAMP IMPROVEMENTS**.

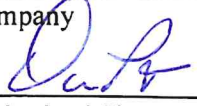
=====

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 **ITB**.

S.E. Cline Construction, Inc.

Company



Authorized Signature

Daniel Paton, V.P.

Printed Name & Title

marine@clineconstruction.net

Email

18 Utility Drive

Address

Palm Coast, FL 32137

City, State, Zip Code

(386) 446-6444

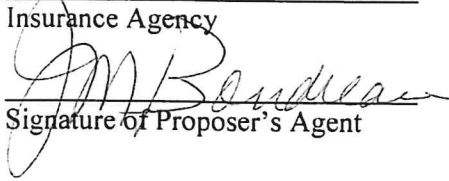
Telephone No.

(386) 446-6481

Fax No.

Hayward Brown Flagler, Inc.

Insurance Agency



Signature of Proposer's Agent

INSURANCE REQUIREMENTS

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

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.

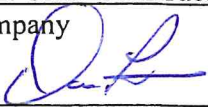
- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB** Number and **SUNRISE PARK BOAT RAMP IMPROVEMENTS**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

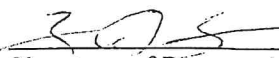
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email
Foundation Risk Partners
1540 Cornerstone Blvd Suite 200
Insurance Agency


Signature of Proposer's Agent

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒

☐

YES
NO

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Flalger

Daniel Paton, being first duly sworn, deposes and says that:

He/she is Vice Pres. of S.E. Cline Construction, Inc., Proposer that has submitted the attached Qualification;

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

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

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

S.E. Cline Construction, Inc.
Company

Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

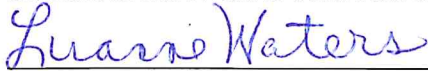
18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

Subscribed and sworn to before me this 12th day of Dec., 2018.



Notary Public, State of Florida
Title

My Commission Expires:



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

ACKNOWLEDGEMENTS
ITB # 19-BG-06 SUNRISE PARK BOAT RAMP IMPROVEMENTS

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

S.E. Cline Construction, Inc.
From : Insert Information "Contractor"

The Contractor agrees to provide **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **SUNRISE PARK BOAT RAMP IMPROVEMENTS** called for by the ITB 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 Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

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

Upon award of this ITB, 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 ITB Documents.

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

Contractor shall guarantee **SUNRISE PARK BOAT RAMP IMPROVEMENTS** within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 12th day of December, 2018
(Month) (Year)

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

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

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: S.E. Cline Construction, Inc.
18 Utility Drive
Palm Coast, FL 32137

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

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

State Under Which Corporation Was Chartered:
Florida

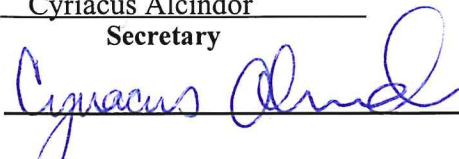
Corporate President: Scott D. Sowers
(Print Name)

Corporate Secretary: Cyriacus Alcindor
(Print Name)

Corporate Treasurer: Cyriacus Alcindor
(Print Name)

CORPORATE SEAL

Attest By: Cyriacus Alcindor
Secretary

Signature:  Date: 12/12/18

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

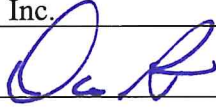
Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

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

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

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

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

Authorized representative (printed): 

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

Project Number: ITB # 19-BG-06 Date: 12/12/2018

REFERENCES FORM

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

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

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

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

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

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

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

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

by Daniel Paton, Vice President

(Print Individual's Name and Title)

for S.E. Cline Construction, Inc.

(Print Name of Entity Submitting Sworn Statement)

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

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

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

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature) Daniel Paton, V.P.

Sworn and subscribed before me this 12th day of December, 2018.

Personally known √

(Notary)

OR produced identification _____

Notary Public State of Florida

My commission expires: July 10, 2022

(Type of Identification)



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

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 59-3370544

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

Mailing Address: 18 Utility Drive, Palm Coast, FL 32137

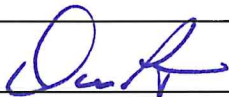
Telephone No.: (386) 446-6444 Fax No.: (386) 446-6481

Email Address: marine@clineconstruction.net Web Address: www.clineconstruction.net

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

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Daniel Paton, V.P.

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) S.E. Cline Construction, Inc.	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 18 Utility Drive	Requester's name and address (optional)
	City, state, and ZIP code Palm Coast, FL 32137	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
59 : 3370544

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 12/12/2018
------------------	----------------------------	--------------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

ADDENDUM NUMBER 1
ITB 19-BG-02 – SUNRISE PARK BOAT RAMP IMPROVEMENTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-06** for the above **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 2:00 p.m., local time, on or before December 5, 2018 to:

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

QUESTIONS AND ANSWERS

NOTE 1: Due to the nature of a number of the questions received, the Exhibit A (Scope of Services) from the ITB has been revised, and these revisions are attached to this addendum.

NOTE 2: This project was previously released for bid in 2017, and existing site conditions have changed since the project documents were originally created. The Contractor is **STRONGLY ENCOURAGED** to make site visits as necessary to verify existing conditions prior to bid preparation.

- Q1. Is this intended to be a lump sum bid or will a bid schedule be released? What is the selection process?
A1. The bid has been changed from lump sum to itemized bid schedule. The bid schedule is attached to this addendum.
- Q2. Page 35 of the ITB referenced the fitness court.
A2. The city has revised page 35 and sent out with this addendum.
- Q3. It appears that the pile driving criteria on this project is for minimum tip / lateral stability only and we are unable to find any permit restrictions regarding jetting of piles. Request that jetting of all piles be permitted for all timber dock and channel marker piles as well as concrete piles.
A3. Jetting of piles is permitted if it is not possible to drive piles to design embedment depth without damaging the piles. However, the final five (5) feet of the piles must be driven to achieve design embedment depth.
- Q4. Will the City allow installation of timber and concrete piles to tip via vibratory hammer in lieu of impact hammer methods?
A4. Both vibratory and impact hammer methods are acceptable. Contractor shall submit information on pile driving methods and equipment to be used to the Engineer for approval prior to driving piles.
- Q5. Will the City consider an extension of the bid opening due to the Thanksgiving Holiday?
A5. We can extend the Proposal Opening date to December 5, 2018 at 2:00 p.m. See new proposed timeline below.

Event	Date
Issue ITB Notice	November 7, 2018
Non-Mandatory Pre-Bid	November 20, 2018 10:00 am
Last Date for Receipt of Written Questions	November 26, 2018 – 10:00 am
Addendum Issued (If Applicable)	November 27, 2018
Proposal Opening Date	December 5, 2018 – 2:00 pm
Evaluation Committee	December 10, 2018 – 10:00 am
Notice of Recommendation	December 10, 2018
City Commission Hearing Date	December 18, 2018 (Special Meeting)

- Q6. Drawing C-09, Timber Boardwalk Section - Are the 4"x6" handrail posts to be notched so the 2"x8" horizontal handrail base boards are flush with inside faces of posts?
A6. The handrail base boards will run between the handrail posts and will be mounted flush with the interior surfaces of the posts.

- Q7. What are the maximum vertical dredging tolerances (over depth and allowable shoal heights)?
 A7. The maximum over depth tolerance for this project is six inches. We understand that it is difficult to maintain a constant post-dredge elevation of (-) 5.0 MLW and are willing to make allowances for this; however, the contractor is expected to make all reasonable efforts to maintain the specified post dredge elevation, as this is the maximum allowable dredge depth authorized by the permitting agencies. The City reserves the right to refuse payment for any material removed below (-)5.0 MLW if the post-dredge survey shows a consistent pattern of overdredging by the Contractor.
- We also anticipate sloughing of material into the dredged channel from the box cut verticals depicted in the plans, and the design channel width accounts for this sloughing. Under no circumstances will payment be made for any material removed from outside of the dredge template area as depicted in the plans without prior approval from the City and the Engineer.
- Q8. Drawing Page C-11 - There is a discrepancy on timber pile size/length for the kayak/canoe launch between plan view and profile view. Please clarify
 A8. Plans have been revised to address this discrepancy.
- Q9. Drawing Page C-03 – Does the Owner have any information regarding the thickness of the existing boat ramp?
 A9. No.
- Q10. Drawing Page C-04 - What is the proposed thickness of the “new rock areas” adjacent to the boat ramp?
 A10. The thickness is approximately 2 to 3 feet, based on site observations. The Contractor is encouraged to visit the site prior to submitting bids to confirm this. Approximately 25 feet of existing coquina rock within the footprint area of the proposed boat ramp is to be removed (refer to Demolition Plan Sheet C-03 of the plans). It is anticipated that this rock will be used to provide the material for the new rock areas adjacent to the boat ramp, as depicted in the plans.
- Q11. Drawing Page C-04 - What is the gradation or tolerance for the 18" coquina stone?
 A11. Minimum diameter 18", average diameter 24", maximum diameter 30". No flat rock (ratio of long axis maximum length to short axis maximum length greater than 3:1) will be accepted.
- Q12. Drawing Page C-04 - Can limestone or granite be used in lieu of coquina stone?
 A12. Coquina is no longer allowed to be used for this item – the Contractor shall furnish limestone or granite. Refer to the revetment rock specifications in Exhibit A – Scope of Work (a revised Exhibit A has been attached to this response).
- Q13. Is there an Owner designated disposal site for dredged spoil materials?
 A13. No. The Contractor shall be responsible for locating a suitable disposal site.
- Q14. Will this Contract be awarded based on low bid price, or highest ranked bid proposal?
 A14. Low Bid Price as it is an Invitation to Bid (ITB).
- Q15. If award evaluation is based on ranking, what percentage will be based on bid price and what percentage will be based on the qualification portion of this proposal?
 A15. See A14.
- Q16. Are there any floating dock manufacturers specified for this project?
 A16. No.
- Q17. We have not seen any technical specifications or design requirements for the floating docks. Is this something you could provide?
 A17. Technical specifications for the floating docks are attached to this response. Refer to Sheets C-11 and C-23 for additional details.
- Q18. Drawing Page C-04 specifies a 40' wide boat ramp but Page C-10 specifies extending the boat ramp to the limits of the sheet pile wall, which is roughly 50' wide. Please clarify.
 A18. The usable width of the boat ramp is 40 feet, but the concrete extends into the space below the timber docks and gangways.
- Q19. Drawing Page C-10 – Does the concrete for the boat ramp pours need to fill the corrugations of the sheet piles or do the edges of the concrete pours need to be straight and flush with the inner bellies of the sheet piles.
 A19. Concrete should fill the corrugations of the sheet piles.

- Q20. It is our understanding that this project may have gone to bid sometime in the past. Would the Owner be able to share the information from that solicitation along with the bidding results?
 A20. Will provide prior bids with addendum.
- Q21. Is there an estimated amount of days for substantial and final completion?
 A21. 210 days. Any circumstances that may delay completion date will need to be discussed with the Engineer of Record.
- Q22. Will liquidated damages be applied to this project? If yes, how much for substantial & final completion?
 A22. Liquidated damages in the amount of \$250 per day will be assessed for time extending beyond the final completion date.
- Q23. Are there Davis-Bacon requirements in place for this project?
 A23. There are no Davis-Bacon requirements as this project is not federally funded.
- Q24. Will an NPDES permit be required?
 A24. Yes
- Q25. Inquiries were made into the turbidity barrier.
 A25. Specifications concerning the turbidity barrier are addressed in the scope of work.
- Q26. Is there an engineer's estimate?
 A26. Yes - \$906,000
- Q27. What is the anticipated start date for this project?
 A27. Late January or early February.
- Q28. Are the floating docks to be vendor specific?
 A28. No. The docks will not be vendor specific but will need to match the criteria listed in the plans and specifications.
- Q29. Is the boat ramp pour to go to the corrugation?
 A29. Yes.
- Q30. Is the concrete to extend under the timber docks on either side of the boat ramp?
 Q30. Yes.
- Q31. Provide three similar jobs of similar scope completed within the last 3 years.
 A31. Provide on company letterhead. Please provide current contact information for the owners of these projects so the City may contact them for references if desired.
- Q32. Will the City modify the scope of work on this project?
 A32. The City reserves the right to modify the scope of work based on bids received and monies available from the grant. The Contractor shall, to the greatest extent practicable, prepare the bid line items so that they may be removed, if needed, without affecting the cost of other project line items,
- Q33. What license are required for this job.
 A33. The award will be made to the lowest most responsive firm that is a licensed general contractor.
- Q34. What is the payment schedule for this project?
 A34. Progress Payments; Retainage
 A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
 B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in

the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

Q35. Has there been an addenda issued. I do not see any on vendorlink.

A35. No addenda prior to this have been issued.

Q36. There are notes and scope listed to install pavilions, however there are no details or specifications for the pavilion. Please provide.

A36. Pavilions to be provided shall be 10 ft. x 14 ft., with pressure treated wood columns and roof underdecking, galvalume standing seam metal roofing, gabled design. All hardware shall be stainless steel. Pre-engineered products are acceptable. Shop drawings for all pre-engineered products must be submitted to the Engineer for approval prior to ordering.

Q37. The docks are listed with wood planking, will the owner consider non-wood (i.e. plastic or composite) as an alternate.

A37. If the Contractor elects to provide a non-timber alternate for decking, technical data sheets shall be submitted for approval by the Engineer prior to or at the pre-construction meeting. Composite deck boards must be a minimum 2 inches nominal. Plastic grating will not be accepted under any circumstances.

Q38. There is a detail for installing landscaping. However there is no landscaping described or specified. Please clarify if we are to install more than just grass seed and/or sod.

A38. No landscaping other than sod or grass seed will be placed.

Q39. Please confirm that all striping is paint vs thermo plastic.

A39. All striping is paint. The Contractor is encouraged to use a paint product that is on the current FDOT Approved Products List.

Q40. Please consider extending the bid date.

A40. The bid date has been extended to December 5, 2018.

~~~~~  
ATTACHMENT(S):

1. Prior bid submittals.
  - a. Bean Construction
  - b. Kirton Enterprises
  - c. S.E. Cline Construction
  - d. Saboungi Construction
2. Revised Page 35
3. Bid Pricing Form
4. Revised Exhibit A - Scope of Work
5. Concrete Floating Dock Technical Specifications
6. Revised Construction Plans

~~~~~  
Signature acknowledges receipt and understanding of this addendum.



Daniel Paton, V.P.

Name/Title

12/12/2018

Date

ADDENDUM NUMBER 2
ITB 19-BG-02 – SUNRISE PARK BOAT RAMP IMPROVEMENTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-06** for the above **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before December 12, 2018 to:

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

QUESTIONS AND ANSWERS

NOTE 1: Due to the number of the questions and updates related to Addendum 1, we have received several request to extend the due date on this project. Please note that the timeline has been changed from what was posted in Addendum 1.

Q1. Will the City consider an extension of the bid opening due to the Thanksgiving Holiday?

A1. We can extend the Proposal Opening date to December 12, 2018 at 10:00 a.m. See new proposed timeline below.

Event	Date
Issue ITB Notice	November 7, 2018
Non-Mandatory Pre-Bid	November 20, 2018 10:00 am
Last Date for Receipt of Written Questions	November 26, 2018 – 10:00 am
Addendum Issued (If Applicable)	November 27, 2018
Proposal Opening Date	December 12, 2018 – 10:00 am
Evaluation Committee	December 14, 2018 – 10:00 am
Notice of Recommendation	December 14, 2018 – 2:00 pm
City Commission Hearing Date	December 27, 2018 – 4:00 pm (Special Meeting)

ATTACHMENT(S):

n/a

Signature acknowledges receipt and understanding of this addendum.



Daniel Paton, V.P.

Name/Title

12/12/2018

Date



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

Tab VII Price Proposal Form

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

PROPOSAL PRICING FORM
ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Total Pricing Proposal for S.E. Cline Construction, Inc. "Contractor"

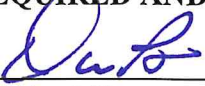
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL ITEM
1	Mobilization and Demobilization	1	LS	\$ 14,271.25	\$ 14,271.25
2	Construction, As-Built and Pre/Post Dredging Surveying	1	LS	\$ 20,600.00	\$ 20,600.00
3	Environmental Compliance	1	LS	\$ 15,525.00	\$ 15,525.00
4	Clearing and Grubbing	1	LS	\$ 7,562.50	\$ 7,562.50
5	Demolition	1	LS	\$ 39,482.50	\$ 39,482.50
6	Fill	1,650	CY	\$ 5.60	\$ 9,240.00
7	Grading and Compaction	1	LS	\$ 29,863.96	\$ 29,863.96
8	Ditch Bottom Inlet, FDOT Type "C"	2	EA	\$ 3,692.81	\$ 7,385.62
9	Ditch Bottom Inlet, FDOT Type "E"	2	EA	\$ 3,966.03	\$ 7,932.06
10	Modified Ditch Bottom Inlet, FDOT Type "E", Structure S-6	1	EA	\$ 5,249.89	\$ 5,249.89
11	Modified Ditch Bottom Inlet, FDOT Type "E", Structure S-8	1	EA	\$ 5,249.89	\$ 5,249.89
12	Mitered End Section, FDOT Index 272	2	EA	\$ 3,138.45	\$ 6,276.90
13	14" X 23" ERCP	324	LF	\$ 73.61	\$ 23,849.64
14	24" RCP	75	LF	\$ 109.69	\$ 8,226.75
15	Riprap, Rubble, Ditch Lining	6	TN	\$ 216.65	\$ 1,299.90
16	U Endwall, FDOT Index 261	1	EA	\$ 5,002.20	\$ 5,002.20
17	Dredging and Disposal	2,650	CY	\$ 66.89	\$ 177,258.50
18	Boat Ramp	4,000	SF	\$ 44.39	\$ 177,560.00
19	Timber Docks w/ Pilings	800	SF	\$ 66.07	\$ 52,856.00
20	Aluminum Gangways (27' X 5')	3	EA	\$ 12,328.33	\$ 36,984.99
21	Floating Accessory Docks w/ Pilings	640	SF	\$ 178.09	\$ 113,977.60
22	Floating Kayak/ Canoe/ SUP Dock w/ Pilings	440	SF	\$ 108.52	\$ 47,748.80
23	Channel Markers	10	EA	\$ 2,053.75	\$ 20,537.50
24	Concrete Sidewalk	3,300	SF	\$ 4.69	\$ 15,477.00
25	Pavilion Pads	410	SF	\$ 5.59	\$ 2,291.90
26	Pavilions	2	EA	\$ 13,998.13	\$ 27,996.26
27	Type "D" Curb	535	LF	\$ 12.86	\$ 6,880.10
28	Parking Lot Paving and Striping	3,050	SY	\$ 36.76	\$ 112,118.00
29	Parking Stops	51	EA	\$ 51.25	\$ 2,613.75
30	Lighting	1	LS	\$ 47,675.00	\$ 47,675.00
31	Sodding	32,000	SF	\$ 0.35	\$ 11,200.00
32	Signage	1	LS	\$ 4,372.29	\$ 4,372.29
33	Revetment	75	LF	\$ 396.79	\$ 29,759.25
				TOTAL	\$ 1,094,325.00
LS=Lump Sum, LF= Linear feet, CY= Cubic Yard, SF= Square Foot, EA= Each, TN= Ton					

Price for the preparation, construction and installation of the Sunrise Park Boat Ramp Improvements

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

S.E. Cline Construction, Inc.
Company

12/12/2018
Date

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

marine@clineconstruction.net
Email Address.

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

S.E. Cline Construction, Inc.

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

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

City of Holly Hill, Florida

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

WHEREAS, the Principal has submitted a bid for

Sunrise Park Boat Ramp Improvements-Bid No.19-BG-06

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 *5th* day of *December*, 2018.

Luann Waters
 (Witness)

S.E. Cline Construction, Inc.

D.A.B. V.P.
 (Title)

Endurance Assurance Corporation

Mystli McDavid
 (Witness)

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

ENDURANCE ASSURANCE CORPORATION

066

POWER OF ATTORNEY

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

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

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

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

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

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

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

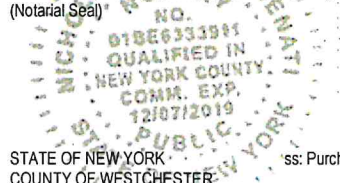
By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

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



Nicholas James Benenati

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

CERTIFICATE

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

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

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

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

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

And be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2018.

(Corporate Seal)

Christopher Donelan

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

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

Surety Claims Hotline: 877-676-7575

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

Attachment: ITB 19-BG-06 Cline Construction (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

Notice of Recommendation

#ITB 19-BG-06

Date: December 14, 2018

DISCUSSION:

The City issued an Invitation to Bid (ITB) to seek a qualified contractor for demolition of an existing parking lot and boat ramp; constructing an improved boat ramp; expanded parking lot; accessory docks; a floating kayak/canoe launch; stormwater system; mechanical dredging of an access channel; sidewalks and pavilions located at 1135 Riverside Drive in Holly Hill Florida. The solicitation was ITB 19-BG-06 for Sunrise Park Boat Ramp Improvements and six firms submitted bids.

1. Kirton Enterprise, Inc.	\$1,012,622.00
2. S.E. Cline Construction, Inc.	\$1,094,325.00
3. Saboungi Construction, Inc.	\$1,152,274.00
4. Brothers Construction, Inc.	\$1,298,929.20
5. A.G. Pifer Construction Co. Inc.	\$1,577,721.50
6. West Construction, Inc.	\$1,589,747.20

The Evaluation Committee met on Friday, December 14, 2018 at 10:00 a.m. in a properly noticed public meeting and reviewed the recommendation of award as presented by our Engineer of Record on this project, Dredging & Marine Consultants (DMC). It was the recommendation of our Engineer of Record, DMC that we go with S.E. Cline Construction, Inc. as they found their proposal to be the lowest and most responsive bidder. Attached you will find DMC's review of awarding to S.E. Cline Construction, Inc.

The Evaluation Committee reviewed DMC's Evaluation and found that S.E. Cline Construction, Inc. is the lowest most responsive bidder based on DMC's evaluation.

FISCAL ANALYSIS:

This is budgeted in 301-8110-580.63-00 for \$1,140,440

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to execute a contract with S.E. Cline Construction, Inc. per the terms and conditions of ITB 19-BG-06 not to exceed \$1,094,325.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to execute a contract with S.E. Cline Construction, Inc. per the terms and conditions of ITB 19-BG-06 not to exceed \$1,094,325.



December 18, 2018

Kent S. Kirton, President
Kirton Enterprises, Inc.
1630 Tomoka Farms Rd.
Port Orange, FL 32128

Dear Mr. Kirton,

In response to the Protest received by Kirton Enterprises, Inc. on December 17, 2018 the city is providing the following administrative decision.

- This solicitation was an Invitation to Bid (ITB) – To be awarded to the lowest responsive & responsible bidder to be reviewed by the evaluation committee and the project manager / engineer of record who is Dredging and Marine Consultants (DMC) for compliance. The solicitation is not to be awarded on lowest bid price alone.
- Responsive means giving the government exactly what is requested in the solicitation and addendum package. Responsible refers to the vendor having the capability and qualification to provide the government exactly what it needs by providing proof of ability to perform as promised, evidenced by past performance with similar projects and experience working with local government on projects. The City has an obligation to consider past contracts both with a government and private sector to determine a vendors ability to deliver on time and within budget. If the review committee does not find enough evidence to convince them that a vendor is capable of a successful performance, the contract will not be award to that vendor. In order to be successful with an ITB solicitation of this nature, the vendor must be both responsive and responsible.
- Kirton Enterprises, Inc. is recognized as a licensed General Contractor however, per the requirement of the bid, more specifically, Addendum 1 question 31 issued on Tuesday November 27, 2018, “Provide on company letterhead. Provide three similar jobs of similar scope completed in the last three years. Please provide current contact information for the owners of these projects so the City may contact them for references if desired.” Kirton failed to provide past experience of similar projects to include a dredging or boat ramp component of a project.
- The City and its Engineer of Record when evaluating bids, can only review and recommend an award based on information included in the sealed solicitation response. Information regarding any subcontractors cannot be considered after the bids have been opened and reviewed for lowest responsive/responsible qualifications.
- The references submitted in your solicitation do not provide similarly scoped projects. The ITB provided a project scope of seeking a qualified contractor for demolition of an existing parking lot and boat ramp; constructing an improved boat ramp; expanded parking lot; accessory docks; a floating kayak/canoe launch; stormwater system; mechanical dredging of an access channel; sidewalks and pavilions. The Engineer of Record was

unable to identify similar scoped projects that have been completed by Kirton Enterprises, Inc.

- The City cannot take into account that a contractor has a fully executed performance bond. Kirton Enterprises, Inc. was unable to show proof of ability to perform the work as specified through past experience of similar projects completed. Lack of past experience may cause project delays and additional expenses to the City. Relying on a performance bond is not an acceptable standard of ability to perform.
- The City acknowledges that Kirton Enterprises, Inc. is locally owned and operated business and the City does believe in keeping business local. However, location is not a requirement of the solicitation package.
- DMC, the project manager and engineer of record provided their recommendation to the City on Friday December 14, 2018. They based their decision on the references provided which were;
 - a. Off Beach Parking – Volusia County Coastal Division
 - b. Springs Plaza Renovation – Kitson & Partners
 - c. Build Great Escape Lakeside + dock – Orlando Luxury Rentals
 - d. Build Great Escape Parkside Resort – Orlando Luxury Rentals

The references provided did not provide the appropriate similar scope of work completed within the last 3 years. There is no reference to experience with dredge work in the intercostal water of the Halifax River or any other dredge experience.

- The review committee unanimously agreed that Kirton Enterprises, Inc. is considered non responsive/responsible.
 - a. Shailesh Patel, President of Dredging & Marine Consultants
 - b. Stephen Kuhn, P.E., Project Engineer of Dredging & Marine Consultants
 - c. Antoine Khoury, City of Holly Hill Public Works Director
 - d. Steven Juengst, City of Holly Hill Project Manager

Based on the information provided above and as discussed with all parties, it is the administrative decision to uphold the recommendation of the review committee and the Engineer of Record to declare Kirton Enterprises, Inc a non-responsive/responsible bidder

Respectfully,



John McKinney
Finance Director

Attachments: Kirton Enterprises, Inc. Bid Protest
DMC Response to Bid Protest

Cc; Joe Forte, City Manager
Val Manning, City Clerk
Shailesh Patel, President of Dredging & Marine Consultants
Antoine Khoury, City of Holly Hill Public Works Director



KIRTON ENTERPRISES, INC

December 17, 2018

City of Holly Hill
Finance Department
Attn: John McKinney
1065 Ridgewood Ave.
Holly Hill, FL 32117

ITB 19-BG-06 SUNRISE BOAT RAMP IMPROVEMENTS BID PROTEST

To Whom It May Concern,

While we appreciate the professional opinion of Mr. Patel with DMC, we would like to formally disagree with said opinion that Kirton Enterprises is less than qualified to perform the work as described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid.

Please consider the following:

- Kirton Enterprises will save the taxpayers in excess of \$80,000 by being awarded the contract.
- Kirton Enterprises is a licensed General Contractor which allows us to legally perform any and all work described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid
- Kirton Enterprises worked closely with Yancey McDonald, president and owner, of Samsula Marine and Daniel Levesque, VP of Samsula Marine, when preparing our bid proposal and will be sub-contracting Samsula Marine to perform the marine work for Kirton Enterprises, related to this project as they have extensive experience in all phases of the work described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid
- Kirton Enterprises has prepared their bid proposal using all of the materials as described in the plans/specifications provided. This includes, but is not limited to using, Bellingham Marine as our supplier for all of the appropriate marine and dock materials.

-Kirton Enterprise is capable of and will provide a fully executed performance bond which protects the City in the highly unlikely event Kirton Enterprises is unable to perform the work as specified.

-Kirton Enterprises is a locally owned and operated business with ties to the Volusia County area, both professional and personal, dating back nearly 70 years. We are fully licensed, insured and bonded.

-Kirton Enterprises employs almost exclusively locally owned and operated businesses as sub-contractors including; Samsula Marine, ACET recycling, B and R electric, and Better Barricades, among others. All of these businesses have proven track records in the community as well as outside the community.

-Kirton Enterprises has a proven track record of finishing each and every project on which they have performed work. And has never abandoned a project nor missed a project deadline.

Based on the fact that Kirton Enterprises was indeed the lowest responsive bidder as well as the information provided above, we would like to formally request that Kirton Enterprises be awarded the contract for the work at Sunrise Park Boat Ramp Located in Holly Hill.

Kirton Enterprises and our primary sub-contractors are fully prepared to perform all and any work described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid

We, KEI and our sub-contractors, are also fully prepared to meet with the City of Holly Hill representatives and to provide additional information if necessary.

Thank you for your time.

Kent S. Kirton



President
Kirton Enterprises, Inc.
CGC 1506176

Cc: file

Attachments: original bid tabulation



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: Volusia County Coastal Division
 Address: 515 S. Atlantic Ave Daytona Bch
 Point of Contact: VC Purchasing
 Phone #: 248-8072 Email address: purchasing@volusia.org
 Service(s) Provided: tiles OFF Beach parking
 Dates of Service: 3/2018 - 11/2018
2. Name of Company: Kitson + Partners
 Address: 211 Towne Center Blvd
 Point of Contact: Rhonda Fisher
 Phone #: _____ Email address: rfisher@kitsonpartners.com
 Service(s) Provided: SPRings Plaza Renovation
 Dates of Service: 11/2017 - current
3. Name of Company: Orlando Luxury Rentals
 Address: 9512 Oak Island
 Point of Contact: Andrew Greenstein
 Phone #: 352 250 4220 Email address: andrew@orlandoluxuryrentals.com
 Service(s) Provided: Build Great Escape Lakeside + dock
 Dates of Service: 3/2015 - 3/2016
4. Name of Company: Orlando Luxury Rentals
 Address: _____
 Point of Contact: Andrew Greenstein
 Phone #: 352 250 4220 Email address: _____
 Service(s) Provided: Build Great Escape Parkside Resort
 Dates of Service: 8/2018 - current



FLORIDA SURETY BONDS, INC.

Phone 407-261-1100

Maitland, FL

PROPOSAL PRICING FORM
ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Total Pricing Proposal for Kirton Enterprises "Contractor"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL ITEM
1	Mobilization and Demobilization	1	LS	\$ 80302	\$ 80302
2	Construction, As-Built and Pre-Test Dredging Surveying	1	LS	\$ 54670	\$ 54670
3	Environmental Compliance	1	LS	\$ 16000	\$ 16000
4	Cleaning and Grubbing	1	LS	\$ 19300	\$ 19300
5	Demolition	1	LS	\$ 22300	\$ 22300
6	Fill	1,850	CY	\$ 7.64	\$ 12606
7	Grading and Compaction	1	LS	\$ 16800	\$ 16800
8	Ditch Bottom Inlet, FDOT Type "C"	2	EA	\$ 2820	\$ 5640
9	Ditch Bottom Inlet, FDOT Type "L"	2	EA	\$ 3240	\$ 6480
10	Modified Ditch Bottom Inlet, FDOT Type "L", Structure S-B	1	EA	\$ 4660	\$ 4660
11	Modified Ditch Bottom Inlet, FDOT Type "L", Structure S-B	1	EA	\$ 3240	\$ 3240
12	Mitered End Section, FDOT Index 272	2	EA	\$ 1360	\$ 2720
13	14" X 23" ERCP	324	LF	\$ 59	\$ 19116
14	24" RCP	75	LF	\$ 62	\$ 4650
15	Riprap, Rubble, Ditch Lining	8	TN	\$ 260	\$ 6560
16	U Endwall, FDOT Index 261	1	EA	\$ 1450	\$ 1450
17	Dredging and Disposal	2,850	CY	\$ 34	\$ 90000
18	Boat Ramp	4,000	SF	\$ 34.68	\$ 138720
19	Timber Docks w/ Pilings	800	SF	\$ 76.25	\$ 61000
20	Aluminum Gangways (27' X 5')	3	EA	\$ 10000	\$ 30000
21	Floating Accessory Docks w/ Pilings	640	SF	\$ 186	\$ 119040
22	Floating Kayak/ Canoe/ SUP Dock w/ Pilings	440	SF	\$ 85	\$ 37400
23	Channel Markers	10	EA	\$ 2000	\$ 20000
24	Concrete Sidewalk	3,300	SF	\$ 4.00	\$ 13200
25	Pavilion Peds	410	SF	\$ 4.00	\$ 1640
26	Pavilions	2	EA	\$ 17500	\$ 35000
27	Type "D" Curb	535	LF	\$ 12.1	\$ 6420
28	Parking Lot Paving and Striping	3,050	SY	\$ 31.16	\$ 95038
29	Parking Stops	51	EA	\$ 30.00	\$ 1530
30	Lighting	1	LS	\$ 56000	\$ 56000
31	Sodding	32,000	SF	\$.32	\$ 10240
32	Signage	1	LS	\$ 3850	\$ 3850
33	Revetment	75	LF	\$ 294.	\$ 22050.
TOTAL					\$ 1,012,622

LS=Lump Sum, LF= Linear foot, CY= Cubic Yard, SF= Square Foot, EA= Each, TN= Ton

Price for the preparation, construction and installation of the Sunrise Park Boat Ramp Improvements

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Rachelle Kirton
Authorized Signature

Rachelle Kirton VP
Printed Name & Title

Kirton Enterprises
Company

12/11/18
Date

1630 Tomoka Farms Rd
Address

Port Orange, FL 32128
City, State, Zip Code

386 341 6232
Telephone No.

rachelle.kirton@kirtonenterprise.com
Email Address.



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

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice required.**
- ☒ 11. The Certificate must state the **ITB Number and SUNRISE PARK BOAT RAMP IMPROVEMENTS.**

=====

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 ITB.

Kirton Enterprises
Company

Rachelle Kirton
Authorized Signature

Rachelle Kirton, VP
Printed Name & Title

rachelle.kirton@kirton
Email enterprises.com

Capital Partners
Insurance Agency

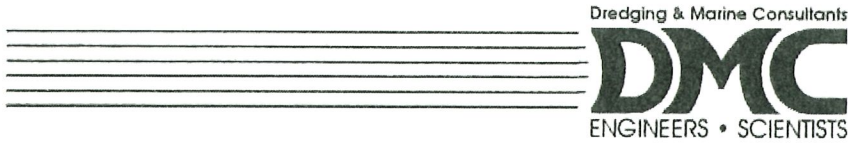
[Signature]
Signature of Proposer's Agent

11630 Tomoka Farms Rd
Address

Port Orange, FL 32128
City, State, Zip Code

386 341 6232
Telephone No.

877 236 0755
Fax No.



December 17, 2018

John McKinney
Finance Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: Sunrise Park Boat Ramp Improvements, ITB 19-BG-06
Response to Bid Protest from Kirton Enterprises, Inc.

Mr. McKinney;

DMC has reviewed the Bid-protest Letter received from Kirton Enterprises, Inc (KEI). We appreciate the information and various points substantiated by KEI. However, the limited additional information that was provided, particularly regarding the roles of the listed Subcontractors, is not sufficient to provide a different opinion.

We have considered the various points made by KEI in their letter and agree that they are a good General Contractor, and are highly recommended by the references provided with the bid. However, we are not able to come to any different conclusion based simply on the listing of subcontractors without similar projects in the past three years that are of the type anticipated in this project.

DMC is familiar with two of the entities listed as subcontractors (Samsula Marine and ACET Recycling) by KEI, however, we do not have any documentation of recent project work that has been completed by these subcontractors, in particular Samsula Marine. We were provided no information on the specific tasks or work they would perform on this project, in particular recent work that has similar components to this project, such as dredging and material management, fixed and floating dock installation, rock-revetment, ramp construction, etc. This information would better enable us to determine their overall ability to perform the work.

Please contact me if you have any questions or concerns, or require any additional information.

Respectfully,
Dredging and Marine Consultants, LLC

A handwritten signature in black ink, appearing to read 'S. Patel'.

Shailesh K. Patel, MSc., CPSSc,
President

**CONSTRUCTION CONTRACT
SUNRISE PARK BOAT RAMP IMPROVEMENTS
Invitation to Bid (ITB) 19-BG-06**

THIS AGREEMENT is made and entered into this 3rd day of January, 2019, by and between S.E. Cline Construction, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 354425 Palm Coast, Florida 32135, 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”.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to complete the construction of and all appurtenant work thereto, as described as the **ITB 19-BG-06 – SUNRISE PARK BOAT RAMP IMPROVEMENTS** document.

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II. CONTRACT PRICE. The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

\$1,094,325
Figures

One million ninety-four thousand three hundred and twenty-five dollars
In Words

Payment will be made at the unit prices listed in the attached Bid Proposal for the actual completed quantity of each item, subject to additions and deductions as provided for in Section P and in accordance with the Schedule of Unit Prices thereof.

ARTICLE III. CONTRACT TIME. The Contractor agrees to commence work within **Thirty (30) DAYS** after the date of the Notice to Proceed letter and shall substantially complete the work within **Two Hundred and Ten Days (210)** consecutive calendar days thereafter, (180 days to substantial completion plus 30 days to final).

ARTICLE IV. INSPECTION BY CONTRACTOR. The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface

and under- ground obstructions and nature thereof, the nature of the ground water conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V. LIQUIDATED DAMAGES. If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **Two Hundred and Fifty (\$250) DOLLARS** for each consecutive calendar day thereafter until the work is completed, and as outlined in the ITB.

ARTICLE VI. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

1. Request for Proposal – ITB 19-BG-06
2. Performance Bond
3. Addenda Nos. 1 and 2

ARTICLE VII. SEVERABILITY. Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII. CONSTRUCTION. The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

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

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

For Contractor:
Daniel Paton, Vice President
S.E. Cline Construction, Inc.
P.O. Box 354425
Palm Coast, FL 32135
386-446-6444

ARTICLE X. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Contract, are in addition and supplemental to any other rights and remedies provided by law.

ARTICLE XI. CONTROLLING LAW, VENUE, ATTORNEY’S FEES. This Contract is to be governed, construed, and interpreted by, through and under the laws of Florida.

Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

ARTICLE XII. MODIFICATIONS TO AGREEMENT. This Contract 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.

ARTICLE XIII. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

ARTICLE XIV NON-WAIVER. No indulgence, waiver, election or non-election by City under this Contract shall affect Contractor's duties and obligations hereunder.

ARTICLE XV. ASSIGNMENT. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith. However, this Contract shall run to the Edgewater City Government and its successors.

ARTICLE XVI. INDEPENDENT CONTRACTOR. It is the intent of the parties hereto that Contractor shall be legally considered an independent contractor and that neither Contractor nor its 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 Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, Contractor or corporation.

ARTICLE XVII. NO THIRD-PARTY BENEFICIARIES. The agreements contained herein are for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Contract or to rely upon the provisions of this Contract.

ARTICLE XVIII. WARRANTY OF TITLE OF CONTRACTOR. Contractor warrants to the City that all goods and materials furnished under the Contract will be new unless otherwise specified and that Contractor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If at any time there shall be evidence of any claim for which, if established, the City might become liable, and which may be chargeable to the Contractor, or if the Contractor shall incur any liability to the City, or the City shall have any claim or demand against the Contractor, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the Contractor and the City, and whether or not reduced to judgment or award, the City shall have the right to retain out of any payment due the Contractor, or which may become due to the Contractor, under this Contract or any other Contract between the Contractor and the City, an amount sufficient to indemnify the City against such claim, and/or to compensate the City for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim

develop after final payment has been made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the Contractor.

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

WITNESSES:

WITNESSES:

Attachments: A. RFP #19-BG-06
B. Firm Response to ITB

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

_____, _____

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this 3rd day of January 2019 under Agenda Item No. _____.

Pursuant to the City of Holly Hill's (City) Purchasing Policy Manual (Policy), Chapter 9 – Bid Protests, Policy 9-2 – Protest Review, as City Manager this is final written decision on the bid protest and recommendation to the City Commission on awarding of the Contract.

PROJECT DESCRIPTION

This project consists of demolition of an existing parking lot and boat ramp and constructing an improved boat ramp, expanded parking lot, accessory docks, a floating kayak/canoe launch, stormwater system, mechanical dredging of an access channel, sidewalks and pavilions located at 1135 Riverside Drive in Holly Hill Florida as needed in accordance with the terms, conditions, and specifications stated herein.

PROTEST

The City Engineer for this Project and a Committee of City employees reviewed the bids for the Project. Kirton Enterprises, Inc (Kirton) submitted the lowest dollar bid. A copy Kirton's bids is attached as Exhibit A. However, no information was included in the bid that showed that Kirton had the knowledge and experience with the type of construction representing a large portion of the Project, which is the boat ramp, floating kayak/launch and dredging. The City Engineer and Committee determined that Kirton, while the low dollar bidder, was not a responsive and responsible bidder. Please see Attached Exhibit B. This determination was provided to the bidders, including Kirton, who then filed a protest. Please see Kirton's protest attached as Exhibit C. The Committee responded to Kirton's protest. Please see the City's response attached as Exhibit D. Kirton responded to the Committee's response and appealed the decision to the City Manager. Please see Kirton's response and appeal attached as Exhibit E. Pursuant to Policy 9-2 the City Manager's decision on the appeal is final on the protest and will be included along with the recommendation to the City Commission on the award of the contract.

LAW

Based on the dollar value and type of work, the award of the Project is governed by both State law and the City's Purchasing Policies.

STATE LAW

Florida Statute Section 255.20 (d)(1.) provides:

(d) If the project:

1. Is to be awarded based on price, the contract must be awarded to the lowest qualified and responsive bidder in accordance with the applicable county or municipal ordinance or district resolution and in accordance with the applicable contract documents. The county, municipality, or special district may reserve the right to reject all bids and to rebid

the project, or elect not to proceed with the project. This subsection is not intended to restrict the rights of any local government to reject the low bid of a nonqualified or nonresponsive bidder and to award the contract to any other qualified and responsive bidder in accordance with the standards and procedures of any applicable county or municipal ordinance or any resolution of a special district.

The above statutory provision has been interpreted by Florida Courts. In Am. Eng'g & Dev. Corp. v. Town of Highland Beach, 20 So. 3d 1000, 1000–01 (Fla. Dist. Ct. App. 2009) the Court held:

Section 255.20(1)(d) 1., Florida Statutes (2009), states that if public construction work “[i]s to be awarded based on price, the contract must be awarded to the lowest qualified and responsive bidder in accordance with the applicable county or municipal ordinance or district resolution and in accordance with the applicable contract documents.” Although the term “qualified and responsive bidder” is not defined in the statute with respect to public construction work, the definitions of “responsible lessor” and “responsive lessor” in the same chapter may be analogized to provide a suitable definition of the term. A responsible, or qualified, bidder is one “who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure *1001 good faith performance.” § 255.248(5), Fla. Stat. (2009). A responsive bidder is one “that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.” § 255.248(7), Fla. Stat. (2009).

CITY PURCHASING POLICY

The City’s Purchasing Policy provides the following:

1) 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.

2) 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.

3) 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.

CITY INVITATION TO BID

1) Paragraph 1 – Introduction/Overview; (D) 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 **ITB**. 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 **ITB** do so at their own risk.

2) Paragraph 6 – Instructions to Bidder; (H) Acceptance or Rejection of Qualifications

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.

3) Paragraph 6 – Instructions to Bidders; (K) Response Format; Table of Contents;
Tab III – Customer Listing

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 ITB.

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.

4) Paragraph 6 – Instructions To Bidders; (K) Response Format; (L) Proposal Evaluation Committee and Evaluation Factors.

As previously stated, award of contract shall be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid. It is the intent of the City that all proposers responding to this ITB, who meet the requirements, will be ranked in accordance from lowest to highest bid proposal. 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.

FACTS AND DETERMINATION

The law is clear the City is not required to award the contract to the bidder with the lowest dollar bid. The bidder must also be responsive and responsible to the requirements of the Invitation to Bid. It is clear that Kirton did not submit any information evidencing the ability of Kirton to perform a project of this size, type and scope despite the requirement in the Instruction to Bidders to provide projects within the last 3 years of similar size and scope. Kirton failed to provide this information. Therefore, as City Manager I reject the appeal of Kirton and support the City's Committee's determination that Kirton's bid was not responsive nor responsible. As City Manager I recommend the City Commission award the contract to the lowest, responsive, responsible bidder which is S.C Kline Construction, Inc., a copy of said bid attached hereto marked as Exhibit F.



PROPOSAL PRICING FORM
ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Total Pricing Proposal for Kirton Enterprises "Contractor"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL ITEM
1	Mobilization and Demobilization	1	LS	\$ 80302	\$ 80302
2	Construction, As-Built and Pre/Post Dredging Surveying	1	LS	\$ 54670	\$ 54670
3	Environmental Compliance	1	LS	\$ 16000	\$ 16000
4	Clearing and Grubbing	1	LS	\$ 19300	\$ 19300
5	Demolition	1	LS	\$ 22300	\$ 22300
6	Fill	1,850	CY	\$ 7.64	\$ 12606
7	Grading and Compaction	1	LS	\$ 16800	\$ 16800
8	Ditch Bottom Inlet, FDOT Type "C"	2	EA	\$ 2820	\$ 5640
9	Ditch Bottom Inlet, FDOT Type "E"	2	EA	\$ 3240	\$ 6480
10	Modified Ditch Bottom Inlet, FDOT Type "E", Structure S-8	1	EA	\$ 4660	\$ 4660
11	Modified Ditch Bottom Inlet, FDOT Type "E", Structure S-8	1	EA	\$ 3240	\$ 3240
12	Mitered End Section, FDOT Index 272	2	EA	\$ 1360	\$ 2720
13	14" X 23" ERCP	324	LF	\$ 59	\$ 19116
14	24" RCP	75	LF	\$ 62	\$ 4650
15	Riprap, Rubble, Ditch Lining	8	TN	\$ 260	\$ 6500
16	U Endwall, FDOT Index 261	1	EA	\$ 1450	\$ 1450
17	Dredging and Disposal	2,650	CY	\$ 34	\$ 90000
18	Boat Ramp	4,000	SF	\$ 34.68	\$ 138720
19	Timber Docks w/ Pilings	800	SF	\$ 76.25	\$ 61000
20	Aluminum Gangways (27' X 5')	3	EA	\$ 10000	\$ 30000
21	Floating Accessory Docks w/ Pilings	640	SF	\$ 186	\$ 119040
22	Floating Kayak/ Canoe/ SUP Dock w/ Pilings	440	SF	\$ 85	\$ 37400
23	Channel Markers	10	EA	\$ 2000	\$ 20000
24	Concrete Sidewalk	3,300	SF	\$ 4.00	\$ 13200
25	Pavilion Pads	410	SF	\$ 4.00	\$ 1640
26	Pavilions	2	EA	\$ 17500	\$ 35000
27	Type "D" Curb	535	LF	\$ 12.1	\$ 6420
28	Parking Lot Paving and Striping	3,050	SY	\$ 31.14	\$ 95038
29	Parking Stops	51	EA	\$ 30.00	\$ 1530
30	Lighting	1	LS	\$ 56000	\$ 56000
31	Sodding	32,000	SF	\$.32	\$ 10240
32	Signage	1	LS	\$ 3850	\$ 3850
33	Revetment	75	LF	\$ 294.	\$ 22050.
TOTAL					\$ 1,012,622

LS=Lump Sum, LF= Linear feet, CY= Cubic Yard, SF= Square Foot, EA= Each, TN= Ton

Price for the preparation, construction and installation of the Sunrise Park Boat Ramp Improvements

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.



1630 Tomoka Farms Road, Port Orange, FL 32128
Ph (386) 341-6232 * Fx (877) 236-0755
rachellekirton@kirtonenterprises.com

To Whom It May Concern;

First, a bit of introduction. My name is Kent Kirton, co-owner and President of Kirton Enterprises, Inc. We are a general contracting firm out of Volusia County. We have been in the construction business for 20+ years and have been running our own construction company since 2004. We work extensively in Volusia, Orange, Seminole, Lake, Brevard and Flagler counties.

Respectfully,

**Kent S Kirton
Kirton Enterprises, Inc
CGC 1506176**



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 Invitation to Bid Number "ITB 19-BG-06", Proposal Title "SUNRISE PARK BOAT RAMP IMPROVEMENTS" and "Due Date November 30, 2018 @ 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 ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Kirton Enterprises
Company
Rachelle Kirton
Authorized Signature
Rachelle Kirton, VP
Printed Name & Title
rachelle.kirton@kirtonenterprises.com
Email

1630 Terraviva Farms Rd.
Address
Port Orange, FL 32128
City, State, Zip Code
386-341-6232
Telephone No.
877-236-0755
Fax No.



**PROFESSIONAL SERVICES AGREEMENT
SUNRISE PARK BOAT RAMP IMPROVEMENTS
Invitation to Bid (ITB) #19-BG-06**

THIS AGREEMENT is made and entered into this 18th day of December, 2018, by and between Kirton Enterprises, Inc., duly authorized to conduct business in the State of Florida and whose address is 1630 Tomoka Farms Rd., 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 Invitation to Bid (ITB # 19-BG-06), 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 two hundred and ten (days) from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee 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:
Rachelle Kirton, VP (Name, Title)
Kirton Enterprises Inc. (Company)
1630 Tomoka Farms Rd (Address)
Port Orange, FL 32128 (City, State, Zip)
386 341 6232 (Phone)

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

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



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

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

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

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

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

WITNESSES:

CITY OF HOLLY HILL

WITNESSES:

Jean Bégin

 Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

Kirton Enterprises, Inc. VP

Dated: 12/10/18

Attachments: A. ITB # 19-BG-06
 B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this 18th day of December, 2018 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

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

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

Kirton Enterprises
Company

Rachelle Kirton
Authorized Signature

Rachelle Kirton
Printed Name & Title

rachelle.kirton@kirton
Email enterprises.com

1630 Tomoka Farms Rd
Address

Port Orange, FL 32128
City, State, Zip Code

386 341 6232
Telephone No.

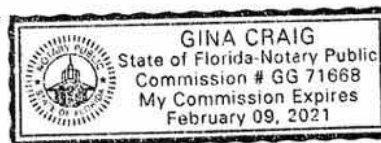
877-236 0755
Fax No.

State of Florida
City of Volusia

SUBSCRIBED AND SWORN to before me this 11th day of December, 2018, by Rachelle Kirton, who is personally known to me to be the VP for the Firm, OR who produced the following identification: _____

Gina Craig

Notary Public



My Commission Expires: _____



PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
100%	vc Hiles Off Beach Parking	\$ 590,950.94
90%	Springs Plaza Renovation	\$ 505,547.83
75%	Great Escape Parkside Resort	\$ 780,000-

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

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



REFERENCES 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: Volusia County Coastal Division
 Address: 515 S. Atlantic Ave Daytona Bch
 Point of Contact: VC Purchasing
 Phone #: 248-8072 Email address: purchasing@volusia.org
 Service(s) Provided: Hiles Off Beach Parking
 Dates of Service: 3/2018 - 11/2018
2. Name of Company: Kitson + Partners
 Address: 211 Towne Center Blvd
 Point of Contact: Rhonda Fisher
 Phone #: _____ Email address: rfisher@kitsonpartners.com
 Service(s) Provided: SPRINGS Plaza Renovation
 Dates of Service: 11/2017 - current
3. Name of Company: Orlando Luxury Rentals
 Address: 9512 Oak Island
 Point of Contact: Andrew Greenstein
 Phone #: 352 250 4220 Email address: andrew@orlandoluxuryrentals.com
 Service(s) Provided: Build Great Escape Lakeside + dock
 Dates of Service: 3/2015 - 3/2016
4. Name of Company: Orlando Luxury Rentals
 Address: _____
 Point of Contact: Andrew Greenstein
 Phone #: 352 250 4220 Email address: _____
 Service(s) Provided: Build Great Escape Parkside Resort
 Dates of Service: 8/2018 - current



REFERENCES:

Bank(s) Maintaining Account(s): PNC Bank,1661 Taylor Rd. Port OrangeSurety/Underwriter: (if required) Florida Surety Bonds

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 21. 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.

Kirton Enterprises

Company

Rachelle Kirton

Authorized Signature

Rachelle Kirton VP

Printed Name & Title

rachelle.kirton@kirton

Email

enterprises.com1630 Tomoka Farms Rd

Address

Port Orange, FL 32128

City, State, Zip Code

386 341 6232

Telephone No.

877 236 0755

Fax No.



DECLARATION STATEMENT

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

RE: ITB NO. 19-BG-06 "SUNRISE PARK BOAT RAMP IMPROVEMENTS"

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 ITB # 19-BG-06.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 12 day of December, 2018 in the City of Holly Hill, in the State of Florida

Kirton Enterprises
Company

Rachelle Kirton
Authorized Signature

Rachelle Kirton VP
Printed Name & Title

rachelle.kirton@kirton
Email
enterprises.com

1630 Tomoka Farms Rd
Address

Port Orange, FL 32128
City, State, Zip Code

386 341 6232
Telephone No.

877 236 0755
Fax No.



INSURANCE REQUIREMENTS

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

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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 ITB Number and **SUNRISE PARK BOAT RAMP IMPROVEMENTS.**

===== 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 ITB.

Kirton Enterprises
Company

11630 Tomoka Farms Rd
Address

Rachelle Kirton
Authorized Signature

Port Orange, FL 32128
City, State, Zip Code

Rachelle Kirton, VP
Printed Name & Title

386 341 6232
Telephone No.

rachelle.kirton@kirton
Email

877 236 0755
Fax No.

Capital Partners
Insurance Agency

Signature of Proposer's Agent

**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ YES
☐ NO

Kirton Enterprises

Company

Rachelle Kirton

Authorized Signature

rachellekirton@kirton
Printed Name & Title enterprises.com

Rachelle Kirton
Bmail

1630 Tomoka Farms Rd

Address

Port Orange, FL 32128

City, State, Zip Code

386 341 6232

Telephone No.

877 236 0755

Fax No.



NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLCounty of VolusiaRachelle Kirton being first duly sworn, deposes and says that:He/she is VP of Kirton Enterprises 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.

Kirton Enterprises

Company

Rachelle Kirton

Authorized Signature

Rachelle Kirton VP

Printed Name & Title

rachelle.kirton@kirtonEmail enterprises.com1630 Tomoka Farms Rd

Address

Port Orange, FL 32128

City, State, Zip Code

386 341 6232

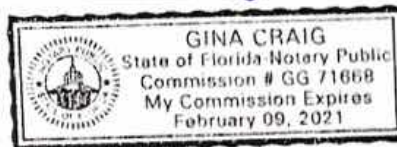
Telephone No.

877-236-0755

Fax No.

Subscribed and sworn to before me this 1st day of Dec, 2018.Gina Craig

Title



My Commission Expires: _____



ACKNOWLEDGEMENTS
ITB # 19-BG-06 SUNRISE PARK BOAT RAMP IMPROVEMENTS

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

Kirton Enterprises, Inc
 From: Insert Information "Contractor"

The Contractor agrees to provide **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **SUNRISE PARK BOAT RAMP IMPROVEMENTS** called for by the ITB 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 Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

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

Upon award of this ITB, 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 ITB Documents.

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

Contractor shall guarantee **SUNRISE PARK BOAT RAMP IMPROVEMENTS** within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 10 day of December, 2018
 (Month) (Year)



Phone 407-786-7770

Maitlan

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

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: Rachelle Kirtan Kirtan, Rachelle Kirtan
(Signature) (Print name)

Address: 1630 Tomoka Farms Rd
Port Orange, FL 32128

Telephone: 886 341 6232 Fax: 877 236 0755

Taxpayer Identification Number (TIN/EIN): 59-3607236

State Under Which Corporation Was Chartered:

State Under Which Corporation Was Organized: Florida

Corporate President: Kent S. Kirton
(Print Name)

Corporate Secretary: Rachelle Kirtom
(Print Name)

Corporate Treasurer: Rachelle Kirton
(Print Name)

CORPORATE SEAL

Attest By: Rachelle Kirton
Secretary

Signature: Racelle Zito Date: 12/11/18

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: Kirton Enterprises Inc
Authorized representative (printed): Rachelle Kirton
Authorized representative (signature): Rachelle Kirton
Project Number: ITB # 19-BG-06 Date: 12/11/18



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 Rachelle Kirtan, VP

(Print Individual's Name and Title)

for Kirtan Enterprises, Inc

(Print Name of Entity Submitting Sworn Statement)

whose business is General Contractor

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3607236

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)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Racelle Kirtan
(Signature)

Sworn and subscribed before me this 14th day of December, 2018.

Personally known ☒

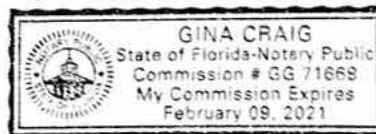
Gina Craig
(Notary)

OR produced identification _____

Notary Public State of FL

My commission expires: _____

(Type of Identification)





VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 59-3607236

Firm Name: Kirton Enterprises Inc.

Mailing Address: 1630 Tomoka Farms Rd.

Telephone No.: 386 341 6232 Fax No.: 877 236 0755

Email Address: rachelle.kirton@kirtonenterprises.com Web Address: www.kirtonenterprises.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: Rachelle Kirton

Name & Title Printed: Rachelle Kirton, VP

2018/ 2019

Volusia County Business Tax Receipt

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



Account # 199611110010 Expires: September 30, 2019
Business Location: 1630 TOMOKA FARMS RD

Business Name: KIRTON ENTERPRISES INC
Owner Name: KIRTON ENTERPRISES INC
Mailing Address: 1630 TOMOKA FARMS RD
PORT ORANGE, FL 32128

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	2	\$18.00

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

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

Volusia County Business Tax Receipt

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

DATE PAID: 08/23/2018
RECEIPT #: WWW-17-00030359
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: KIRTON ENTERPRISES INC
Owner Name: KIRTON ENTERPRISES INC
Mailing Address: 1630 TOMOKA FARMS RD
PORT ORANGE, FL 32128

Account # 199611110010 Expires: September 30, 2019
Business Location: 1630 TOMOKA FARMS RD



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



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/1/2018

EXPIRATION DATE: 3/31/2020

PERSON: RACHELLE S KIRTON

EMAIL: RACHELLEKIRTON@KIRTONENTERPRISES.COM

FEIN: 593607236

BUSINESS NAME AND ADDRESS:

KIRTON ENTERPRISES, INC

1630 TOMOKA FARMS RD

PORT ORANGE, FL 32128

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager,
Construction Executive,
Construction Manager or
Construction Superintendent

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

Attachment: Exhibit A - Kirton Enterprises Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****
CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/6/2018

EXPIRATION DATE: 4/5/2020

PERSON: KENT S KIRTON

EMAIL: RACHELLEKIRTON@KIRTONENTERPRISES.COM

FEIN: 593607236

BUSINESS NAME AND ADDRESS:

KIRTON ENTERPRISES, INC

1630 TOMOKA FARMS RD

PORT ORANGE, FL 32128

SCOPE OF BUSINESS OR TRADE:

Licensed General Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609



2 19 29 PM 8/21/2018

Licensee Details

Licensee Information

Name: **KIRTON, KENT STRATTON (Primary Name)**
KIRTON ENTERPRISES INC (DBA Name)
Main Address: **1630 TOMOKA FARMS ROAD**
PORT ORANGE Florida 32128
County: **VOLUSIA**
License Mailing:
License Location:

License Information

License Type: **Certified General Contractor**
Rank: **Cert General**
License Number: **CGC1506176**
Status: **Current,Active**
Licensure Date: **09/30/2003**
Expires: **08/31/2020**

Special Qualifications **Qualification Effective**
Construction Business 02/09/2005

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida, Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



KIRTO-3

OP ID: LD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2018

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 Capital Partners Insurance 298 S. Nova Road, Suite F Ormond Beach, FL 32174 Ian C Hames	386-672-2827	CONTACT NAME lan C Hames PHONE (A/C, No. Ext) 386-672-2827 FAX (A/C, No) 386-672-5156 E-MAIL ian@capitalpartnersinsurance.com ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: Clear Blue Insurance Company INSURER B: Old Dominion Insurance Company INSURER C: National Union Fire Ins INSURER D: Travelers Property Casualty INSURER E: INSURER F:	NAIC # 28860 40231 19445 25674
INSURED Kirtan Enterprises Inc & Kirtan Palm Co 1630 Tomoka Farms Road Port Orange, FL 32128				

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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		BIFL11420100	10/21/2018	10/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPO/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ HIRED Auto		B1P9750D	09/27/2018	09/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 EACH OCCURRENCE \$ 5,000,000
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	EBU058430072	10/21/2018	10/21/2019	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 79,500
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NEVER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	8F304085-660	03/13/2018	03/13/2019	Equipment

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

CERTIFICATE HOLDER

CTYHOLL

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

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ADDENDUM NUMBER 1
ITB 19-BG-02 – SUNRISE PARK BOAT RAMP IMPROVEMENTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-06** for the above **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 2:00 p.m., local time, on or before December 5, 2018 to:

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

QUESTIONS AND ANSWERS

NOTE 1: Due to the nature of a number of the questions received, the Exhibit A (Scope of Services) from the ITB has been revised, and these revisions are attached to this addendum.

NOTE 2: This project was previously released for bid in 2017, and existing site conditions have changed since the project documents were originally created. The Contractor is **STRONGLY ENCOURAGED** to make site visits as necessary to verify existing conditions prior to bid preparation.

- Q1. Is this intended to be a lump sum bid or will a bid schedule be released? What is the selection process?
 A1. The bid has been changed from lump sum to itemized bid schedule. The bid schedule is attached to this addendum.
- Q2. Page 35 of the ITB referenced the fitness court.
 A2. The city has revised page 35 and sent out with this addendum.
- Q3. It appears that the pile driving criteria on this project is for minimum tip / lateral stability only and we are unable to find any permit restrictions regarding jetting of piles. Request that jetting of all piles be permitted for all timber dock and channel marker piles as well as concrete piles.
 A3. Jetting of piles is permitted if it is not possible to drive piles to design embedment depth without damaging the piles. However, the final five (5) feet of the piles must be driven to achieve design embedment depth.
- Q4. Will the City allow installation of timber and concrete piles to tip via vibratory hammer in lieu of impact hammer methods?
 A4. Both vibratory and impact hammer methods are acceptable. Contractor shall submit information on pile driving methods and equipment to be used to the Engineer for approval prior to driving piles.
- Q5. Will the City consider an extension of the bid opening due to the Thanksgiving Holiday?
 A5. We can extend the Proposal Opening date to December 5, 2018 at 2:00 p.m. See new proposed timeline below.

Event	Date
Issue ITB Notice	November 7, 2018
Non-Mandatory Pre-Bid	November 20, 2018 10:00 am
Last Date for Receipt of Written Questions	November 26, 2018 – 10:00 am
Addendum Issued (If Applicable)	November 27, 2018
Proposal Opening Date	December 5, 2018 – 2:00 pm
Evaluation Committee	December 10, 2018 – 10:00 am
Notice of Recommendation	December 10, 2018
City Commission Hearing Date	December 18, 2018 (Special Meeting)

- Q6. Drawing C-09, Timber Boardwalk Section - Are the 4"x6" handrail posts to be notched so the 2"x8" horizontal handrail base boards are flush with inside faces of posts?
 A6. The handrail base boards will run between the handrail posts and will be mounted flush with the interior surfaces of the posts.

Phone 407-706-7770

Q7.

A7.

What are the maximum vertical dredging tolerances (over depth and allowable shoal heights)?

The maximum over depth tolerance for this project is six inches. We understand that it is difficult to maintain a constant post-dredge elevation of (-) 5.0 MLW and are willing to make allowances for this; however, the contractor is expected to make all reasonable efforts to maintain the specified post dredge elevation, as this is the maximum allowable dredge depth authorized by the permitting agencies. The City reserves the right to refuse payment for any material removed below (-)5.0 MLW if the post-dredge survey shows a consistent pattern of overdredging by the Contractor.

We also anticipate sloughing of material into the dredged channel from the box cut verticals depicted in the plans, and the design channel width accounts for this sloughing. Under no circumstances will payment be made for any material removed from outside of the dredge template area as depicted in the plans without prior approval from the City and the Engineer.

Q8.

Drawing Page C-11 - There is a discrepancy on timber pile size/length for the kayak/canoe launch between plan view and profile view. Please clarify

A8.

Plans have been revised to address this discrepancy.

Q9.

A9.

Drawing Page C-03 - Does the Owner have any information regarding the thickness of the existing boat ramp?

No.

Q10.

A10.

Drawing Page C-04 - What is the proposed thickness of the "new rock areas" adjacent to the boat ramp?

The thickness is approximately 2 to 3 feet, based on site observations. The Contractor is encouraged to visit the site prior to submitting bids to confirm this. Approximately 25 feet of existing coquina rock within the footprint area of the proposed boat ramp is to be removed (refer to Demolition Plan Sheet C-03 of the plans). It is anticipated that this rock will be used to provide the material for the new rock areas adjacent to the boat ramp, as depicted in the plans.

Q11.

A11.

Drawing Page C-04 - What is the gradation or tolerance for the 18" coquina stone?

Minimum diameter 18", average diameter 24", maximum diameter 30". No flat rock (ratio of long axis maximum length to short axis maximum length greater than 3:1) will be accepted.

Q12.

A12.

Drawing Page C-04 - Can limestone or granite be used in lieu of coquina stone?

Coquina is no longer allowed to be used for this item - the Contractor shall furnish limestone or granite. Refer to the revetment rock specifications in Exhibit A - Scope of Work (a revised Exhibit A has been attached to this response).

Q13.

A13.

Is there an Owner designated disposal site for dredged spoil materials?

No. The Contractor shall be responsible for locating a suitable disposal site.

Q14.

A14.

Will this Contract be awarded based on low bid price, or highest ranked bid proposal?

Low Bid Price as it is an Invitation to Bid (ITB).

Q15.

A15.

If award evaluation is based on ranking, what percentage will be based on bid price and what percentage will be based on the qualification portion of this proposal?

See A14.

Q16.

A16.

Are there any floating dock manufacturers specified for this project?

No.

Q17.

A17.

We have not seen any technical specifications or design requirements for the floating docks. Is this something you could provide?

Technical specifications for the floating docks are attached to this response. Refer to Sheets C-11 and C-23 for additional details.

Q18.

A18.

Drawing Page C-04 specifies a 40' wide boat ramp but Page C-10 specifies extending the boat ramp to the limits of the sheet pile wall, which is roughly 50' wide. Please clarify.

The usable width of the boat ramp is 40 feet, but the concrete extends into the space below the timber docks and gangways.

Q19.

A19.

Drawing Page C-10 - Does the concrete for the boat ramp pours need to fill the corrugations of the sheet piles or do the edges of the concrete pours need to be straight and flush with the inner bellies of the sheet piles.

Concrete should fill the corrugations of the sheet piles.

- Q20. It is our understanding that this project may have gone to bid sometime in the past. Would the Owner be able to share the information from that solicitation along with the bidding results?
 A20. Will provide prior bids with addendum.
- Q21. Is there an estimated amount of days for substantial and final completion?
 A21. 210 days. Any circumstances that may delay completion date will need to be discussed with the Engineer of Record.
- Q22. Will liquidated damages be applied to this project? If yes, how much for substantial & final completion?
 A22. Liquidated damages in the amount of \$250 per day will be assessed for time extending beyond the final completion date.
- Q23. Are there Davis-Bacon requirements in place for this project?
 A23. There are no Davis-Bacon requirements as this project is not federally funded.
- Q24. Will an NPDES permit be required?
 A24. Yes
- Q25. Inquiries were made into the turbidity barrier.
 A25. Specifications concerning the turbidity barrier are addressed in the scope of work.
- Q26. Is there an engineer's estimate?
 A26. Yes - \$906,000
- Q27. What is the anticipated start date for this project?
 A27. Late January or early February.
- Q28. Are the floating docks to be vendor specific?
 A28. No. The docks will not be vendor specific but will need to match the criteria listed in the plans and specifications.
- Q29. Is the boat ramp pour to go to the corrugation?
 A29. Yes.
- Q30. Is the concrete to extend under the timber docks on either side of the boat ramp?
 A30. Yes.
- Q31. Provide three similar jobs of similar scope completed within the last 3 years.
 A31. Provide on company letterhead. Please provide current contact information for the owners of these projects so the City may contact them for references if desired.
- Q32. Will the City modify the scope of work on this project?
 A32. The City reserves the right to modify the scope of work based on bids received and monies available from the grant. The Contractor shall, to the greatest extent practicable, prepare the bid line items so that they may be removed, if needed, without affecting the cost of other project line items.
- Q33. What license are required for this job.
 A33. The award will be made to the lowest most responsive firm that is a licensed general contractor.
- Q34. What is the payment schedule for this project?
 A34. Progress Payments; Retainage
 A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
 B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in

the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

Q35. Has there been an addenda issued. I do not see any on vendorlink.
A35. No addenda prior to this have been issued.

Q36. There are notes and scope listed to install pavilions, however there are no details or specifications for the pavilion. Please provide.
A36. Pavilions to be provided shall be 10 ft x 14 ft, with pressure treated wood columns and roof underdecking, galvalume standing seam metal roofing, gabled design. All hardware shall be stainless steel. Pre-engineered products are acceptable. Shop drawings for all pre-engineered products must be submitted to the Engineer for approval prior to ordering.

Q37. The docks are listed with wood planking, will the owner consider non-wood (i.e. plastic or composite) as an alternate.
A37. If the Contractor elects to provide a non-timber alternate for decking, technical data sheets shall be submitted for approval by the Engineer prior to or at the pre-construction meeting. Composite deck boards must be a minimum 2 inches nominal. Plastic grating will not be accepted under any circumstances.

Q38. There is a detail for installing landscaping. However there is no landscaping described or specified. Please clarify if we are to install more than just grass seed and/or sod.
A38. No landscaping other than sod or grass seed will be placed.

Q39. Please confirm that all striping is paint vs thermo plastic.
A39. All striping is paint. The Contractor is encouraged to use a paint product that is on the current FDOT Approved Products List.

Q40. Please consider extending the bid date.
A40. The bid date has been extended to December 5, 2018.

ATTACHMENT(S):

1. Prior bid submittals.
 - a. Bean Construction
 - b. Kirton Enterprises
 - c. S.E. Cline Construction
 - d. Saboungi Construction
2. Revised Page 35
3. Bid Pricing Form
4. Revised Exhibit A - Scope of Work
5. Concrete Floating Dock Technical Specifications
6. Revised Construction Plans

Signature acknowledges receipt and understanding of this addendum.

Racelle Kirton - VP

Name/Title

12-7-18

Date



ADDENDUM NUMBER 2
ITB 19-BG-02 – SUNRISE PARK BOAT RAMP IMPROVEMENTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-06** for the above **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before December 12, 2018 to:

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

QUESTIONS AND ANSWERS

NOTE 1: Due to the number of the questions and updates related to Addendum 1, we have received several request to extend the due date on this project. Please note that the timeline has been changed from what was posted in Addendum 1.

Q1. Will the City consider an extension of the bid opening due to the Thanksgiving Holiday?

A1. We can extend the Proposal Opening date to December 12, 2018 at 10:00 a.m. See new proposed timeline below.

Event	Date
Issue ITB Notice	
Non-Mandatory Pre-Bid	November 7, 2018
Last Date for Receipt of Written Questions	November 20, 2018 10:00 am
Addendum Issued (If Applicable)	November 26, 2018 – 10:00 am
Proposal Opening Date	November 27, 2018
Evaluation Committee	December 12, 2018 – 10:00 am
Notice of Recommendation	December 14, 2018 – 10:00 am
City Commission Hearing Date	December 14, 2018 – 2:00 pm
	December 27, 2018 – 4:00 pm (Special Meeting)

ATTACHMENT(S):

n/a

Signature acknowledges receipt and understanding of this addendum.

Rachelle Kirtan VP

Name/Title

Date

12/7/18



Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Kirton Enterprises, Inc.

(Here insert full name and address or legal title of Contractor)

4606 S Clyde Morris Blvd Ste 2-I, Port Orange, FL 32129

as Principal, hereinafter called the Principal, and The Gray Insurance Company

(Here insert full name and address or legal title of Surety)

PO Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LOUISIANA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Holly Hill, Florida

(Here insert full name and address or legal title of Owner)

1065 Ridgewood Avenue, Holly Hill, FL 32117

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

ITB # 19-BG-06, Sunrise Park Boat Ramp Improvements, 1135 Riverside Dr., Holly Hill, FL 32117

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

Signed and sealed this

12th

day of

December

Kurt S. Kirton
(Witness)

Kirton Enterprises, Inc.

(Principal)

Rachelle Kirton
(Title)

The Gray Insurance Company

(Surety)

Anita Navarra
(Witness)

Anita Navarra, Witness

Teresa L. Durham
(Title)

Teresa L. Durham, Attorney-in-Fact
and Florida Licensed Resident Agent



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1630 TOMOKA FARMS RD

6 City, state, and ZIP code
PORT ORANGE, FL 32128

7 List account number(s) here (optional)

Requester's name and address (optional)
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Rachelle Kirtan* Date ▶ *12/11/18*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PROPOSAL PRICING FORM
ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Pricing Proposal for _____ "Contractor"

Price for the preparation, construction and installation of the fitness court \$ _____.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

 Authorized Signature

 Address

 Printed Name & Title

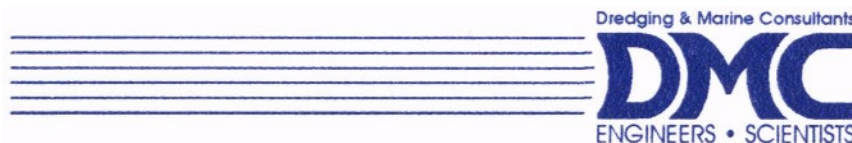
 City, State, Zip Code

 Company

 Telephone No.

 Date

 Email Address.



December 14, 2018

John McKinney
Finance Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: Sunrise Park Boat Ramp Improvements, ITB 19-BG-06
Evaluation of Lowest and Most Responsive Bidder

Mr. McKinney;

DMC has reviewed the bid documents provided to DMC by the City with regard to the above referenced project. We have reviewed the information provided by Kirton Enterprises, Inc., the lowest bidder. We found the following:

- Three out of the four references provided by Kirton noted, when contacted by DMC, that their projects involved only commercial building construction work, with no waterfront work such as dredging, dock construction boat ramp construction, etc. being performed. One reference did note that the work performed by Kirton involved parking lot pavement and stormwater rehabilitation. All references contacted were very positive about their experience with Kirton.
- Per Addendum 1, Question 31, the contractor was to provide, on company letterhead, references for past work on projects similar in nature to the work included in this bid. Kirton did not provide these references.

Although the references contacted by DMC were very positive about their experiences with Kirton Enterprises, their work has not included any significant waterfront components, and it is our opinion that Kirton has not demonstrated that they have the specialized experience required to successfully complete this type of marine work. In addition, we have reviewed Kirton's website, which supports our opinion that they do not have sufficient experience required for this project.

Based on the above information, Kirton Enterprises, Inc. does not qualify as meeting the lowest and most responsive bidder requirement.

As a result, we went to the second lowest bidder S.E. Cline Construction Inc. After reviewing their proposal we find them to be the lowest and most responsive bidder. We recommend as the Engineer of Record that the City award to S.E. Cline Construction, Inc. for the Sunrise Park Boat Ramp Improvements.

Please contact me if you have any questions or concerns, or require any additional information.

Respectfully,
Dredging and Marine Consultants, LLC

Shailesh K. Patel, MSc., CPSSc,
President



PAID
DEC 17 2018
2:00pm

KIRTON ENTERPRISES, INC

December 17, 2018

City of Holly Hill
Finance Department
Attn: John McKinney
1065 Ridgewood Ave.
Holly Hill, FL 32117

ITB 19-BG-06 SUNRISE BOAT RAMP IMPROVEMENTS BID PROTEST

To Whom It May Concern,

While we appreciate the professional opinion of Mr. Patel with DMC, we would like to formally disagree with said opinion that Kirton Enterprises is less than qualified to perform the work as described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid.

Please consider the following:

- Kirton Enterprises will save the taxpayers in excess of \$80,000 by being awarded the contract.
- Kirton Enterprises is a licensed General Contractor which allows us to legally perform any and all work described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid
- Kirton Enterprises worked closely with Yancey McDonald, president and owner, of Samsula Marine and Daniel Levesque, VP of Samsula Marine, when preparing our bid proposal and will be sub-contracting Samsula Marine to perform the marine work for Kirton Enterprises, related to this project as they have extensive experience in all phases of the work described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid
- Kirton Enterprises has prepared their bid proposal using all of the materials as described in the plans/specifications provided. This includes, but is not limited to using, Bellingham Marine as our supplier for all of the appropriate marine and dock materials.

-Kirton Enterprise is capable of and will provide a fully executed performance bond which protects the City in the highly unlikely event Kirton Enterprises is unable to perform the work as specified.

-Kirton Enterprises is a locally owned and operated business with ties to the Volusia County area, both professional and personal, dating back nearly 70 years. We are fully licensed, insured and bonded.

-Kirton Enterprises employs almost exclusively locally owned and operated businesses as sub-contractors including; Samsula Marine, ACET recycling, B and R electric, and Better Barricades, among others. All of these businesses have proven track records in the community as well as outside the community.

-Kirton Enterprises has a proven track record of finishing each and every project on which they have performed work. And has never abandoned a project nor missed a project deadline.

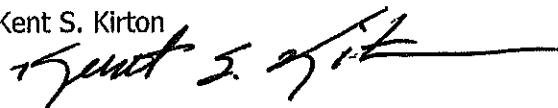
Based on the fact that Kirton Enterprises was indeed the lowest responsive bidder as well as the information provided above, we would like to formally request that Kirton Enterprises be awarded the contract for the work at Sunrise Park Boat Ramp Located in Holly Hill.

Kirton Enterprises and our primary sub-contractors are fully prepared to perform all and any work described in the ITB 19-BG-06 Sunrise Park Boat Ramp Improvements Bid

We, KEI and our sub-contractors, are also fully prepared to meet with the City of Holly Hill representatives and to provide additional information if necessary.

Thank you for your time.

Kent S. Kirton



President
Kirton Enterprises, Inc.
CGC 1506176

Cc: file

Attachments: original bid tabulation



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Maitland, FL

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: Volusia County Coastal Division
 Address: 515 S. Atlantic Ave Daytona Bch
 Point of Contact: VC Purchasing
 Phone #: 248-8072 Email address: purchasing@volusia.org
 Service(s) Provided: Hiles OFF Beach Parking
 Dates of Service: 3/2018 - 11/2018
2. Name of Company: Kitson + Partners
 Address: 211 Towne Center Blvd
 Point of Contact: Rhonda Fisher
 Phone #: _____ Email address: rfisher@kitsonpartners.com
 Service(s) Provided: SPRINGS Plaza Renovation
 Dates of Service: 11/2017 - current
3. Name of Company: Orlando Luxury Rentals
 Address: 9512 Oak Island
 Point of Contact: Andrew Greenstein
 Phone #: 352 250 4220 Email address: andrew@orlandoluxuryrentals.com
 Service(s) Provided: Build Great Escape Lakeside + dock
 Dates of Service: 3/2015 - 3/2016
4. Name of Company: Orlando Luxury Rentals
 Address: _____
 Point of Contact: Andrew Greenstein
 Phone #: 352 250 4220 Email address: _____
 Service(s) Provided: Build Great Escape Parkside Resort
 Dates of Service: 8/2018 - current



FLORIDA SURETY BONDS, INC.

Phone: 313-66-1111

Miami, FL

PROPOSAL PRICING FORM
ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Total Pricing Proposal for Kirton Enterprises "Contractor"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL ITEM
1	Mobilization and Demobilization	1	LS	\$ 80302	\$ 80302
2	Construction, As-Built and Final/Post Designing Surveying	1	LS	\$ 54678	\$ 54678
3	Environmental Compliance	1	LS	\$ 16000	\$ 16000
4	Cleaning and Grubbing	1	LS	\$ 19300	\$ 19300
5	Demolition	1	LS	\$ 22300	\$ 22300
6	Fill	1,050	CY	\$ 7.64	\$ 12606
7	Grading and Compaction	1	LS	\$ 16800	\$ 16800
8	Ditch Bottom Inlet, FDOT Type "C"	2	EA	\$ 2820	\$ 5640
9	Ditch Bottom Inlet, FDOT Type "L"	2	EA	\$ 3240	\$ 6480
10	Modified Ditch Bottom Inlet, FDOT Type "I", Structure S-B	1	EA	\$ 4660	\$ 4660
11	Modified Ditch Bottom Inlet, FDOT Type "I", Structure S-B	1	EA	\$ 3240	\$ 3240
12	Mitered End Section, FDOT Index 272	2	EA	\$ 1360	\$ 2720
13	14" X 23" ERCP	324	LF	\$ 59	\$ 19116
14	24" RCP	75	LF	\$ 62	\$ 4650
15	Rurp, Rubble, Ditch Lining	8	TN	\$ 260	\$ 1560
16	U Endwall, FDOT Index 261	1	EA	\$ 1450	\$ 1450
17	Dredging and Disposal	2,850	CY	\$ 34	\$ 90000
18	Boat Ramp	4,800	SF	\$ 34.68	\$ 138720
19	Timber Docks w/ Pilings	800	SF	\$ 76.25	\$ 61000
20	Aluminum Gangways (27' X 5')	3	EA	\$ 10000	\$ 30000
21	Floating Accessory Docks w/ Pilings	840	SF	\$ 186	\$ 119040
22	Floating Kayak/Canoe/SUP Dock w/ Pilings	440	SF	\$ 85	\$ 37400
23	Channel Markers	10	EA	\$ 2000	\$ 20000
24	Concrete Sidewalk	3,300	SF	\$ 4.00	\$ 13200
25	Pavilion Peds	410	SF	\$ 4.00	\$ 1640
26	Pavilions	2	EA	\$ 17500	\$ 35000
27	Type "D" Curb	535	LF	\$ 121	\$ 6420
28	Parking Lot Paving and Striping	3,050	SY	\$ 31.14	\$ 95038
29	Parking Stops	51	EA	\$ 30.00	\$ 1530
30	Lighting	1	LS	\$ 56000	\$ 56000
31	Sodding	32,000	SF	\$.32	\$ 10240
32	Signage	1	LS	\$ 3850	\$ 3850
33	Revestment	75	LF	\$ 294	\$ 22050
TOTAL					\$ 1,012,622

LS=Lump Sum, LF= Linear foot, CY= Cubic Yard, SF= Square Foot, EA= Each, TN= Ton

Price for the preparation, construction and installation of the Sunrise Park Boat Ramp Improvements

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Rachelle Kirton
Authorized Signature

Rachelle Kirton VP
Printed Name & Title

Kirton Enterprises
Company

12/11/18
Date

1630 Tomoka Farms Rd
Address

Port Orange, FL 32128
City, State, Zip Code

386 341 6232
Telephone No.

rachelle.kirton@kirtonenterprises.com
Email Address.



FLORIDA SURETY BONDS, INC.

Phone 407-361-1111

Miami, FL

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 L.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. | |

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 ITB Number and **SUNRISE PARK BOAT RAMP IMPROVEMENTS.**

=====

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 ITB.

Kirton Enterprises
Company

Rachelle Kirton
Authorized Signature

Rachelle Kirton, VP
Printed Name & Title

rachelle.kirton@kirton
Email enterprises.com

Capital Partners
Insurance Agency

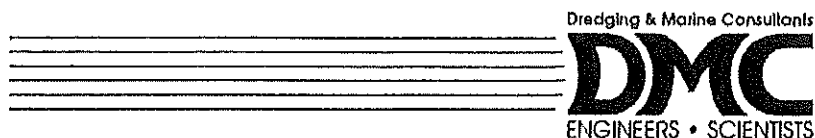
Don H.
Signature of Proposer's Agent

1630 Tomoka Farms Rd
Address

Port Orange, FL 32128
City, State, Zip Code

386 341 6832
Telephone No.

877 236 0755
Fax No.



December 17, 2018

John McKinney
Finance Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: Sunrise Park Boat Ramp Improvements, ITB 19-BG-06
Response to Bid Protest from Kirton Enterprises, Inc.

Mr. McKinney;

DMC has reviewed the Bid-protest Letter received from Kirton Enterprises, Inc (KEI). We appreciate the information and various points substantiated by KEI. However, the limited additional information that was provided, particularly regarding the roles of the listed Subcontractors, is not sufficient to provide a different opinion.

We have considered the various points made by KEI in their letter and agree that they are a good General Contractor, and are highly recommended by the references provided with the bid. However, we are not able to come to any different conclusion based simply on the listing of subcontractors without similar projects in the past three years that are of the type anticipated in this project.

DMC is familiar with two of the entities listed as subcontractors (Samsula Marine and ACET Recycling) by KEI, however, we do not have any documentation of recent project work that has been completed by these subcontractors, in particular Samsula Marine. We were provided no information on the specific tasks or work they would perform on this project, in particular recent work that has similar components to this project, such as dredging and material management, fixed and floating dock installation, rock-revetment, ramp construction, etc. This information would better enable us to determine their overall ability to perform the work.

Please contact me if you have any questions or concerns, or require any additional information.

Respectfully,
Dredging and Marine Consultants, LLC

Shailesh K. Patel, MSc., CPSSc,
President



December 18, 2018

Kent S. Kirton, President
Kirton Enterprises, Inc.
1630 Tomoka Farms Rd.
Port Orange, FL 32128

Dear Mr. Kirton,

In response to the Protest received by Kirton Enterprises, Inc. on December 17, 2018 the city is providing the following administrative decision.

- This solicitation was an Invitation to Bid (ITB) – To be awarded to the lowest responsive & responsible bidder to be reviewed by the evaluation committee and the project manager / engineer of record who is Dredging and Marine Consultants (DMC) for compliance. The solicitation is not to be awarded on lowest bid price alone.
- Responsive means giving the government exactly what is requested in the solicitation and addendum package. Responsible refers to the vendor having the capability and qualification to provide the government exactly what it needs by providing proof of ability to perform as promised, evidenced by past performance with similar projects and experience working with local government on projects. The City has an obligation to consider past contracts both with a government and private sector to determine a vendors ability to deliver on time and within budget. If the review committee does not find enough evidence to convince them that a vendor is capable of a successful performance, the contract will not be award to that vendor. In order to be successful with an ITB solicitation of this nature, the vendor must be both responsive and responsible.
- Kirton Enterprises, Inc. is recognized as a licensed General Contractor however, per the requirement of the bid, more specifically, Addendum 1 question 31 issued on Tuesday November 27, 2018, "Provide on company letterhead. Provide three similar jobs of similar scope completed in the last three years. Please provide current contact information for the owners of these projects so the City may contact them for references if desired." Kirton failed to provide past experience of similar projects to include a dredging or boat ramp component of a project.
- The City and its Engineer of Record when evaluating bids, can only review and recommend an award based on information included in the sealed solicitation response. Information regarding any subcontractors cannot be considered after the bids have been opened and reviewed for lowest responsive/responsible qualifications.
- The references submitted in your solicitation do not provide similarly scoped projects. The ITB provided a project scope of seeking a qualified contractor for demolition of an existing parking lot and boat ramp; constructing an improved boat ramp; expanded parking lot; accessory docks; a floating kayak/canoe launch; stormwater system; mechanical dredging of an access channel; sidewalks and pavilions. The Engineer of Record was

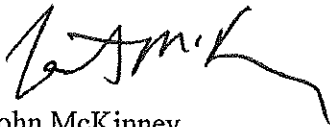
Finance Department
1065 Ridgewood Ave. Holly Hill, FL 32117
(386) 248-9426 • Fax (386) 248-9458
www.hollyhillfl.org

unable to identify similar scoped projects that have been completed by Kirton Enterprises, Inc.

- The City cannot take into account that a contractor has a fully executed performance bond. Kirton Enterprises, Inc. was unable to show proof of ability to perform the work as specified through past experience of similar projects completed. Lack of past experience may cause project delays and additional expenses to the City. Relying on a performance bond is not an acceptable standard of ability to perform.
 - The City acknowledges that Kirton Enterprises, Inc. is locally owned and operated business and the City does believe in keeping business local. However, location is not a requirement of the solicitation package.
 - DMC, the project manager and engineer of record provided their recommendation to the City on Friday December 14, 2018. They based their decision on the references provided which were;
 - a. Off Beach Parking – Volusia County Coastal Division
 - b. Springs Plaza Renovation – Kitson & Partners
 - c. Build Great Escape Lakeside + dock – Orlando Luxury Rentals
 - d. Build Great Escape Parkside Resort – Orlando Luxury Rentals
- The references provided did not provide the appropriate similar scope of work completed within the last 3 years. There is no reference to experience with dredge work in the intercostal water of the Halifax River or any other dredge experience.
- The review committee unanimously agreed that Kirton Enterprises, Inc. is considered non responsive/responsible.
 - a. Shailesh Patel, President of Dredging & Marine Consultants
 - b. Stephen Kuhn, P.E., Project Engineer of Dredging & Marine Consultants
 - c. Antoine Khoury, City of Holly Hill Public Works Director
 - d. Steven Juengst, City of Holly Hill Project Manager

Based on the information provided above and as discussed with all parties, it is the administrative decision to uphold the recommendation of the review committee and the Engineer of Record to declare Kirton Enterprises, Inc a non-responsive/responsible bidder

Respectfully,



John McKinney
Finance Director

Attachments: Kirton Enterprises, Inc. Bid Protest
DMC Response to Bid Protest

Cc; Joe Forte, City Manager
Val Manning, City Clerk
Shailesh Patel, President of Dredging & Marine Consultants
Antoine Khoury, City of Holly Hill Public Works Director



KIRTON ENTERPRISES, INC

12/21/18

City of Holly Hill
Joseph A. Forte
City Manager
1065 Ridgewood Ave.
Holly Hill, FL 32117

ITB 19-BG-06 SUNRISE BOAT RAMP IMPROVEMENTS BID PROTEST

Mr. Forte,

First off, thank you for taking the time to respond. I would like to submit the following replies to your decision as outlined in your letter dated December 18, 2018.

-we understand that lowest bidder is not the ONLY consideration for award of this contract. However, in public bids it is most often the STRONGEST consideration. The fact that Kirton Enterprises is lowest bidder gives us ample reason to protest your decision to award the bid to a contractor with a higher bid number.

-awarding the contract to a higher bidder based on the committee's opinion opens up the bidding process to protests from bidders in 3rd and 4th place, etc. What's to stop third place contractor from claiming they are even more qualified than second place and should, therefore be awarded the bid? This scenario completely defeats the purpose for which "low bidding" was set up in the first place.

-we understand the City has an obligation to consider past contracts to determine a vendors ability to perform. We also submit that the City has an obligation to be fiscally responsible with taxpayer money. And we further submit that using the same contractors repeatedly goes against the very nature of our economy which is based on fair competition. In other words, while it may be helpful to have familiarity with the contractor with which the government engages to perform work, that same familiarity can also be detrimental to competitive bidding and a fair market place.

-while we understand the City's position that they can only evaluate the information provided in the sealed bid, we also would like to state that it is customary, if not automatic, for lowest bidder to be given a chance to add additional information after bid opening if it is considered an oversight. This is especially true when lowest bidder is being denied the bid award.

-the references submitted do provide similarly scoped projects in that they are of a similar size and magnitude to this project. While the exact details of the project may not be the same, the ability to perform work is really what is in question here. Kirton Enterprises has shown, with our submittals, that we have that ability. I would also like to submit that while Kirton Enterprises would never take any job casually we also recognize that this project is not extremely complex. It requires coordination, cooperation, organization, qualified subs, and a good project manager as does every project on which we perform work. This is why Kirton Enterprises has never had a project come in late nor over budget. And why we have never had to litigate a project in any way, neither private nor public. In short, we understand construction and whether that construction be on dry land or over water the basic components are all the same.

-if the City cannot take into account that the contractor has a fully executed performance bond, then why ask for one in the first place? I think the City should indeed take this into account and furthermore, do not think the City should be predicated their decision in any way on predicting future failure of a qualified General Contractor.

In conclusion, I'd just like to say that I think the City may be acting a bit myopically when examining the qualifications of a lowest bidder. I believe the greater good is served here by saving the taxpayers in excess of \$80,000 in the short run; and in creating a more competitive market by opening it up to new contractors which will ultimately pay dividends to the taxpayers in the long run.

That being said we ask that you amend your decision and award the contract for HOLLY HILL SUNRISE PARK to Kirton Enterprises who is a qualified low bidder.

Also, at this time we would like to formally request that Kirton Enterprises be notified of any and all decisions or awards including terms of contract issued of this project which the City makes in the future, regardless of which contractor they choose to use.

Again, thank you for your time.



Kent S. Kirton
Kirton Enterprises, Inc.
CGC 1506176

SAMSULA MARINE WORK IN PROGRESS**4876 Halifax Dr (Palmetto Builders)****Contact: Conrad Davis (386) 527 2693****Email: palmettonsb@gmail.com****Contract Amount: \$25,692.000****1104 N Peninsula (Palmetto Builders)****Contact: Conrad Davis (386) 527 2693****Email: palmettonsb@gmail.com****Contract Amount: \$35,000.00****855 Old Sugar Mill Rd (Old Boat House) Intercoastal Lots, LLC****Contact: Gabe Haller 386-547-5656****Email: uncleg5656@aol.com****Contract Amount: \$14,200.00****6924 S Atlantic Ave., NSB****Contact: David Free****Email:****Contract Amount: \$5,800.00****67 Cunningham Dr., NSB****Contact: Mark Kendrick (386) 451-1493****Email: mkendrick1@cfl.rr.com****Contract Amount: \$76,194.50****65 Cunningham Dr., NSB****Contact: Serene Pavers 386-957-4102**

Email:

Contract Amount: \$26,400.00

601 McKenzie Rd., Lake Helen (Shover Builders)

Contact: Cliff Shover (386) 566-0281

Email: cliffshover@cfl.rr.com

Contract Amount: \$23,606.26

131 Cunningham Dr., NSB

Contact: Sid Peterson

Email: speterson@418canal.com

Contract Amount: \$60,000.00

1714 N Indian River Rd., NSB

Contact: Robert Fatchel (407) 797-9851

Email: bgatch@cfl.rr.com

Contract Amount: \$5,128.00

5805 Riverside Dr

Contact: Travis Outzs (229) 344-5779

Email:

Contract Amount: \$42,400.00

5991 Riverside Dr

Contact: David Walker (386) 843-3202

Email:

Contract Amount: \$19,200.00

3948 S Peninsula Dr (Adventure Yacht Harbor)

Contact: Charlie Roach (904) 806-6678

Email:

Contract Amount: \$13,100.00

101 Sapphire Rd., NSB

Contact: Dayne Williams (407) 341-7094

Email:

Contract Amount: \$21,400.00

48 Village Dr., Ormond Beach

Contact: David Delgado (863) 558-5058

Email:

Contract Amount: \$10,260.00

133 Anchor Dr., Ponce Inlet

Contact: Sherwood Morrison (407) 913-2652

Email:

Contract Amount: \$19,240.00

Colin Park Pier Repair and Day Dock Repair

Contact: City of Daytona Beach

Email:

Contract Amount: \$41,580.00

Manatee Island Day Dock Repair (City of Daytona Beach)

Contact:

Email:

Contract Amount: \$88,662.00

SCOPE OF WORK COLOR CODED BY GC / SUB RESPONSIBILITY

FORM ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Total Pricing Proposal for _____ "Contractor"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Total Amount	Vendor
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3	Environmental Compliance	1	LS	\$16000.00	KIRTON ENT
4	Clearing and Grubbing	1	LS	\$19300.00	ACET
5	Demolition	1	LS	\$22300.00	ACET
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18	Boat Ramp	4,000	SF	\$138720.00	SAMSULA MARINE/ KIRTON
19	Timber Docks w/ Pilings	800	SF	\$61000.00	SAMSULA MARINE/KIRTON
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24	Concrete Sidewalk	3,300	SF	\$13200.00	KIRTON ENT
25	Pavilion Pads	410	SF	\$1640.00	KIRTON ENT
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29	Parking Stops	51	EA	\$1530.00	ACET
30	Lighting	1	LS	\$56000.00	KIRTON ENT
31	Sodding	32,000	SF	\$10240.00	KIRTON ENT
32	Signage	1	LS	\$3850.00	KIRTON ENT
33	Revetment	75	LF	\$22050.00	SAMSULA MARINE

Price for the preparation, construction and installation of the Sunrise Park Boat Ramp Improvements

ITB 19-BG-06 Sunrise Park Boat Ramp Improvements

Kirton Enterprises, Inc. did construct a unique, one of a kind front entry monument for LATITUDES MARGARITAVILLE which included a 30 ft. realistic

Lifeguard tower with marine grade bulkhead wall which included pile driving

On dry land.

This was under Minto Construction Manager at the time,

Virginia Feiner. 908-295-6622





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

Invitation to Bid

Sunrise Park Boat Ramp Improvements ITB # 19-BG-06

Submitted to: City of Holly Hill, Florida

December 12, 2018

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET



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

Table of Contents

ITB 19-BG-06 Sunrise Park Boat Ramp Improvements

- I. Management Summary
- II. Corporate Experience and Capacity
 - A. Cline Equipment / Vehicle List
- III. Customer Listing (References)
 - A. Cline Reference List (Marine Scope)
- IV. Acceptance of Conditions
- V. Documents
 - A. Licenses
- VI. Required Forms
 - A. Proposers Checklist
 - B. Standard Contract
 - C. Conflict of Interest Affidavit
 - D. Proposers Qualification Form
 - E. Declaration Statement
 - F. Insurance Requirements
 - 1. Liability / Auto
 - 2. Worker's Compensation
 - G. Drug Free Workplace Certification
 - H. Non-Collusion Affidavit of Prime Bidder
 - I. Acknowledgements
 - J. Compliance with Public Records Law
 - K. References Form
 - L. Public Entity Crimes Statement
 - M. Vendor Information
 - N. W9
 - O. Addendums 1 and 2
- VII. Price proposal Form
- VIII. Copy of Bid Bond

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



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

Tab I – Management Summary

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

S.E. Cline Construction, Inc. is pleased to present our bid to serve the City of Holly Hill for Sunrise Park Boat Ramp Improvements. We look forward to continuing a quality working relationship with the City of Holly Hill.

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

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

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

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

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



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

Tab II – Corporate Experience and Capacity

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

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

Our revenue averages \$12 Million annually.

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

Company Officers / Owners:

Scott D. Sowers, President

Daniel Paton, Vice President

Cyriacus Alcindor, Corp. Secretary

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

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

S.E. Cline Construction, Inc.
EQUIPMENT LIST

WASTE RECYCLER

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

BULL DOZERS

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

RUBBER TIRE LOADERS

WL-1 CATERPILLAR	950 LOADER
WL-2 CATERPILLAR	924 LOADER
WL-9 CATERPILLAR	928 LOADER
WL-10 CATERPILLAR	950 II LOADER
WL-11 CATERPILLAR	938 G LOADER
WL-12 CATERPILLAR	928 GZ LOADER
WL-13 CATERPILLAR	950 H LOADER
WL-14 CATERPILLAR	938 LOADER

RUBBER TIRE BACKHOE / LOADER COMBINATION

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

EARTH MOVERS

CATERPILLAR	615 SCRAPER PAN
CATERPILLAR	613 SCRAPER PAN

TRACK EXCAVATORS

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

ARTICULATED END DUMP TRUCKS

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

OFF ROAD WATER TANKER

WT-2	OFFROAD DROP IN TANKER
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VIBRATORY ROLLER COMPACTORS

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

MOTOR GRADERS

MG-3	2011 12M MOTOR GRADER
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SKID STEER LOADERS

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

TRACTORS

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

OVER THE ROAD TRUCKS & TRAILERS

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

CRANES

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

PUSH BOATS & BARGES

MC-2	12' X 28' X 3' LEADS PILE BARGE W/ EQUIP
MC-3	25' GARVEY PUSHBOAT & TRAILER
MC-5	16' X 40' X 4' SELF POWERED DREDGE BARGE
MC-6	18' PUSHBOAT & TRAILER
MC-7	21' X 45' X 5' 20 TON CRANE BARGE W/ SPUDS
MC-8 A,B & POWER PACK	16' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A,B,C & POWER PACK	24' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A,B,C,D & POWER PACK	32' X 40' X 5' SELF PROPELLED SPUD BARGE
MC-8 A&B	16' X 40' X 5' DECK BARGE

MC-8 A,B&C	24' X 40' X 5' DECK BARGE
MC-8 A,B,C&D	32' X 40' X 5' DECK BARGE
MC-14	19' ALUMINUM BOAR W/ 90 HP HONDA

MISCELLANEOUS SMALL EQUIPMENT

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



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

Tab III Customer Listing

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

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

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount
Seaside Landings <i>Installation of Common Area Dock to include design and permitting.</i>	#4381	Seaside Landings, LLC (Patten Co.) 1100 5th Ave. South, Ste. 404 Naples, FL 34102 Rusty Simmons (239) 963-9783	Feb-18	Nov-18	\$ 488,349.6
Cedar Point Pedestrian Trail <i>Construction of 236' pedestrian bridge over Cedar Point Creek</i>	#937	City of Jacksonville 117 W. Duval St., Ste 375 Jacksonville, FL 32202 Daryl Weinstein (904) 255-8925	Feb-18	Jul-18	\$ 488,349.6
Sailpoint Bay <i>New Coquina Revetment and Repairs to Existing</i>	#944	Continental Property Services 444 Seabreeze Blvd. S-600 Daytona Beach, FL 32118 Russ Bryant (386)238-7400	Oct-17	Nov-17	\$ 258,638.6
Palm Coast Resort Dock <i>Demolish of existing dock / installation of new T-dock</i>	#941	Palm Coast Resort Comm. C/O May Mgmt. Svcs. Inc. 1 Hammock Beach Pkwy., Suite 102 Palm Coast, FL 32137 Alice Randolph (386) 446-0085	Oct-17	Nov-17	\$ 57,761.00
Rebuilt Hurricane Matthew Damaged Dock	#4403	Halifax Landing Owners Assoc. Inc. 2801 S. Ridgewood Ave. South Daytona, FL 32119	Jun-17	Aug-17	\$ 42,028.4
BS2 Water Control Structure Rehabilitation <i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>	#4400	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Nov-16	Feb-17	\$ 297,810.5
Marineland Marina Phase II <i>Design Build fixed dock, installation of floating docks and electrical facilities. 4,400 CY Dredging</i>	#4396	Marineland 9507 Oceanshore Blvd. St. Augustine, FL 32080 Chris Kelley (904) 315-9892	Aug-16	Feb-17	\$ 432,391.8
Kingsley Lake Boat Ramp and Dock	#4389	Kingsley Ventures Dev., Co., LLC 1050 SE 6th Street Butler, FL 32054	Mar-16	Aug-16	\$ 178,218.00
Riverfront Park Kayak Launch <i>Installation of concrete floating dock and kayak cradles</i>	#4386	City of South Daytona P.O. Box 214960 South Daytona, FL 32120 Greg Bartholomew (386) 322-3070	Mar-16	Apr-16	\$ 42,820.00
Ramp Road Boat Ramp Installation <i>Installation of pre-cast boat ramp to include excavation</i>	#4385	City of Cocoa Beach, Florida 2 South Orlando Avenue Cocoa Beach, FL 32932 Wayne Carragino (321) 868-3215	Jan-16	Feb-16	\$ 89,126.1

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements -

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount	2.2.k
Lehigh Canal Spoil Removal <i>Removal / Stockpile / Disposal of 3,700+ C.Y. of spoil from canal</i>	#4382	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Oct-15	Nov-15	\$ 128,308.00	
PA-1 Surface Water Control Structure <i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>	#4377	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	May-15	Oct-15	\$ 447,304.11	
Seaside Landings Walkover & Gazebo <i>Permit / Replace walkover and covered gazebo. Flagler County Florida</i>	#4378	Seaside Landings, LLC 1100 5th Ave. South, Ste. 404 Naples, FL 34102 Pete Scerbo (239) 963-9783	Aug-15	Sep-15	\$ 40,635.00	
Replace, owner furnished Piling / Install Owner's Floating Dock / Misc. Marine <i>150 Iberia Street, St. Augustine</i>	#4376	Marine Supply & Oil Company P.O. Box 513 St. Augustine, FL 32085 Darrell Poli (904) 829-2271	May-15	Sep-15	\$ 66,320.00	
Phase III Riverfront Improvements Floating Docks <i>Installation of floating timber docks system, including concrete piling with caps and mooring piles.</i>	#4373	City of Palatka 201 N. 2nd Street Palatka, FL 32177 Jonathan Griffith (386) 329-0100	Feb-15	Apr-15	\$ 188,712.41	
Tidelands Condominums Observation Piers <i>Furnish labor, equipment and materials for completion of 2 observations piers.</i>	#4361	Tidelands Condo. Association C/O MAY Management 5455 A1A South St. Augustine, FL 32080 Paul Hyde (904) 687-1794	May-14	Mar-15	\$ 149,509.91	
LO-1 Surface Water Control Structure <i>Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks</i>	#4368	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Nov-14	Feb-15	\$ 324,577.61	
Phase II Riverfront Improvements <i>Improvements to Riverfront including new parking lot, retention pond excavation, new floating docks, and shoreline protection using coquina rip rap.</i>		City of Palatka 201 N. 2nd Street Palatka, FL 32177 Jonathan Griffith (386) 329-0100		Nov-14	\$ 1,156,343.51	
Astor Marina Restaurant <i>Helical underpinning of foundation. Jacket and epoxy seal timber piling. Replaced beams and equalized load, leveled floor. Shoreline Stabilization with riprap bags. Install retaining wall to hold back foundations soils.</i>	#4365	Port of Call Yacht Club, LLC 841 Ballough Raod Daytona Beach, FL 32114 Hugh Upton (386) 334-5200	Jul-14	Aug-14	\$ 96,818.01	
LCWA Hickory Point Dock Improvements <i>Rebuilding of 6 Alum. fixed piers, and installing of 6 gangways/floating docks/ ADA kayak launches</i>	#4362	Lake County Water Authority 107 North Lake Avenue Tavares, Florida 32778 Michael Perry (352) 343-3777	May-14	Jul-14	\$ 114,925.01	

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements -

Name and Description of Project	Job #	Owner / General Contractor	Start	Completed	Amount	2.2.k
Tidelands Condominiums Rip Rap Clearing / Grading / Armoring of 1,900 LF of Shoreline Utilizing Coquina	#4360	Tidelands Condo. Association C/O MAY Management 5455 A1A South St. Augustine, FL 32080 Paul Hyde (904) 687-1794	Mar-14	Jun-14	\$ 184,500.25	
M-3 Surface Water Control Structure Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structure / stabilization of banks	#4356	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Feb-14	May-14	\$ 367,696.1	
Gateway Promenade Improvements 995' Elevated Timber Boardwalk w/ Timber Handrail and Covered Pavilion Overlook Along A1A	#4355	City of Flagler Beach 116 3rd Street South Flagler Beach, FL 32136 Robert Smith (386) 517-2000	Oct-13	Apr-14	\$ 534,173.6	
Public Dock Facility @ Sanford Marina Expansion of Existing Marina to include: Fixed Pier, Gangway, Floating Dock System, Repair Modifications to Breakwater Wall and Fender Systems.	#4354	City of Sanford 300 N. Park Avenue Sanford, FL 32771 Robert Beall (407) 688-5000 Ext.5423	Aug-13	Nov-13	\$ 372,719.9	
Three Sisters Water Control Structure Construction of Water Control Structure consisting of demolition / redesign and rebuilding of the existing structures I-1, I-4, and I-6 / increasing storage capacity of stilling basin / stabilization of banks	#4351	City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721	Jan-13	Jul-13	\$ 1,011,570.3	
Knox Bridge Fender Replacement Demolition of existing time fender system and installation of new timber fender system.	#4348	Volusia County 123 W. Indiana Ave., 4th Floor DeLand, FL 32720 Jim Price (386) 561-8666	Oct-12	May-13	\$ 793,139.5	
Crandall Riverfront Stabilization Project Removal of Existing Remnant Timber Bulkhead and Replace with New Timber Bulkhead to include Associated Revetment and Fill		Rayonier TerraPoint Services, Inc. 1901 Island Walkway Fernandina Beach, Florida 32034 Larry Lyons (904) 321-5532		Dec-12	\$ 1,508,052.0	
L-4 Water Control Structure Rehabilitation Emergency Repairs to Existing Structure, New Riser and Gate		City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721		Nov-12	\$ 281,344.1	
Princess Place Road Design/Build Bridge No. 734090 Replacement Demo existing concrete bridge, design and construct new covered timber vehicular-pedestrian bridge.		County of Flagler 1769 E. Moody Boulevard, Building 2, Suite, 304 Bunnell, Florida 32110 Amy Kennedy (386) 313-4047		Oct-12	\$ 548,440.2	
R-1 Weir Replacement Construct new weir and restore site		City of Palm Coast 160 Cypress Point Parkway, St B-106 Palm Coast, FL 32164 Mike Brennan (386) 986-4721		Jun-12	\$ 409,825.0	

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements -



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

Tab IV Acceptance of Conditions

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

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

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



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

Tab V Licenses

December 12, 2018

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

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

To whom it may concern,

Please find attached licenses for Scott D. Sowers CGC061947 and Jackson B. Sampsel CUC1224762

Sincerely,

Daniel Paton
Vice President

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

SOWERS, SCOTT DALE

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

LICENSE NUMBER: CGC061947

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

SAMPSELLE, JACKSON BOMMER

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

LICENSE NUMBER: CUC1224762

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



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

Tab VI Required Forms

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

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

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

PROPOSER CHECK LIST

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

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

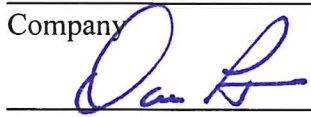
- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

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

- ☒ The **mailing envelope** must be sealed and marked with Invitation to Bid Number "ITB 19-BG-06", Proposal Title "SUNRISE PARK BOAT RAMP IMPROVEMENTS" and "Due Date November 30, 2018 @ 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 ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

**PROFESSIONAL SERVICES AGREEMENT
SUNRISE PARK BOAT RAMP IMPROVEMENTS
Invitation to Bid (ITB) #19-BG-06**

THIS AGREEMENT is made and entered into this 18th day of December, 2018, by and between S.E. Cline Construction, Inc., duly authorized to conduct business in the State of Florida and whose address is 18 Utility Dr., Palm Coast, FL 32137, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB # 19-BG-06), 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 two hundred and ten (days) from the date of award.

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

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

For City:

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

For Contractor:

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF HOLLY HILL

WITNESSES:

Luanne Waters
Luanne Waters

Maria Ayala
Maria Ayala

Attachments: A. ITB # 19-BG-06

B. Firm Response to ITB

Joseph Forte, City Manager

Dated: _____

FIRMS

By: Dan R.
Daniel Paton, Vice President

Dated: December 12, 2018

Approved by the City Commission of the City of Holly Hill at a meeting held on this 18th day of December, 2018 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

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

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

S.E. Cline Construction, Inc.
Company

18 Utility Drive
Address


Authorized Signature

Palm Coast, FL 32137
City, State, Zip Code

Daniel Paton, V.P.
Printed Name & Title

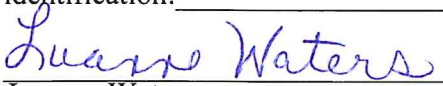
(386) 446-6444
Telephone No.

marine@clineconstruction.net
Email

(386) 446-6481
Fax No.

State of Florida
City of Palm Coast

SUBSCRIBED AND SWORN to before me this 12th day of December, 2018, by
Daniel Paton, ~~who is personally known to me~~ to be the
Vice President for the Firm, OR who produced the following
identification: _____


Luanne Waters



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

Notary Public

My Commission Expires: July 10, 2022

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

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

% Completed	Project	Contract Amount
69%	Florida Hosp. Bulkhead Orlando	\$ 736,813.83
40%	Marina Del Palm	\$2,543,347.60
32%	Roberts Rd. CKD	\$1,557,120.84
51%	Palatka Gravity Sewer	\$ 900,142.01
58%	Bunnell WWTTP	\$ 323,765.00
3%	Daytona WRWRF Improvements	\$5,365,470.00

See Other Information About Project, below, for continued list.

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

Los Lagos \$2,031,000.00, in contract finalization.

OTHER INFORMATION ABOUT PROJECTS:

Cont. List Major Work:

23%	WaWa Palm Coast	\$ 492,376.87
0%	Las Casitas(to start Jan. 2019)	\$2,223,339.63
10%	C.O. Palm Coast R PEP	\$ 442,714.00
2%	Volusia Highbridge Pier Repl.	\$ 404,974.95

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

N/A

FEES:

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

\$ N/A **Total Fees for work done on all City projects**

No work performed for City of Holly Hill in past five (5) years.

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

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

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

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

DECLARATION STATEMENT

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

RE: ITB NO. 19-BG-06 "SUNRISE PARK BOAT RAMP IMPROVEMENTS"

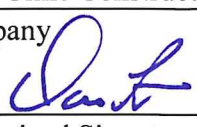
Dear Mayor and Commission Members:

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 **ITB # 19-BG-06**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 12th day of December, 2018 in the City of Palm Coast, in the State of Florida.

S.E. Cline Construction, Inc.
Company

Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS (Continued)

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

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

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

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

☒ 11. The Certificate must state the **ITB** Number and **SUNRISE PARK BOAT RAMP IMPROVEMENTS**.

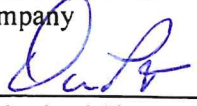
=====

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 **ITB**.

S.E. Cline Construction, Inc.

Company


Authorized Signature

Daniel Paton, V.P.

Printed Name & Title

marine@clineconstruction.net

Email

18 Utility Drive

Address

Palm Coast, FL 32137

City, State, Zip Code

(386) 446-6444

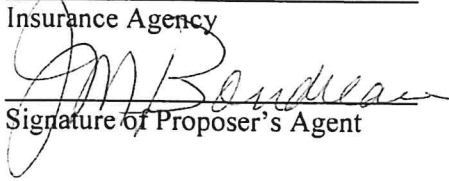
Telephone No.

(386) 446-6481

Fax No.

Hayward Brown Flagler, Inc.

Insurance Agency


Signature of Proposer's Agent

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS

(Continued)

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

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

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

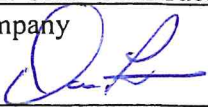
- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB** Number and **SUNRISE PARK BOAT RAMP IMPROVEMENTS**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

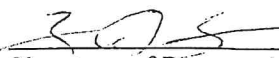
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email
Foundation Risk Partners
1540 Cornerstone Blvd Suite 200
Insurance Agency


Signature of Proposer's Agent

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒

☐

YES
NO

S.E. Cline Construction, Inc.
Company


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Flalger

Daniel Paton, being first duly sworn, deposes and says that:

He/she is Vice Pres. of S.E. Cline Construction, Inc., Proposer that has submitted the attached Qualification;

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

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

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

S.E. Cline Construction, Inc.
Company

Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

marine@clineconstruction.net
Email

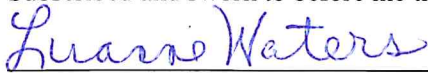
18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

(386) 446-6481
Fax No.

Subscribed and sworn to before me this 12th day of Dec., 2018.



Notary Public, State of Florida
Title

My Commission Expires:



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

ACKNOWLEDGEMENTS
ITB # 19-BG-06 SUNRISE PARK BOAT RAMP IMPROVEMENTS

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

S.E. Cline Construction, Inc.
From : Insert Information "Contractor"

The Contractor agrees to provide **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **SUNRISE PARK BOAT RAMP IMPROVEMENTS** called for by the ITB 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 Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

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

Upon award of this ITB, 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 ITB Documents.

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

Contractor shall guarantee **SUNRISE PARK BOAT RAMP IMPROVEMENTS** within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 12th day of December, 2018
 (Month) (Year)

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

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

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: S.E. Cline Construction, Inc.
18 Utility Drive
Palm Coast, FL 32137

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

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

State Under Which Corporation Was Chartered:
Florida

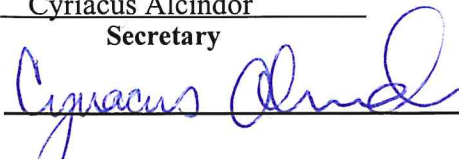
Corporate President: Scott D. Sowers
(Print Name)

Corporate Secretary: Cyriacus Alcindor
(Print Name)

Corporate Treasurer: Cyriacus Alcindor
(Print Name)

CORPORATE SEAL

Attest By: Cyriacus Alcindor
Secretary

Signature:  Date: 12/12/18

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

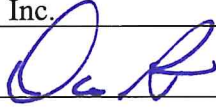
Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

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

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

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

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

Authorized representative (printed): 

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

Project Number: **ITB # 19-BG-06** Date: 12/12/2018

REFERENCES FORM

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

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

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

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

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

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

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

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

by Daniel Paton, Vice President

(Print Individual's Name and Title)

for S.E. Cline Construction, Inc.

(Print Name of Entity Submitting Sworn Statement)

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

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

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

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature) Daniel Paton, V.P.

Sworn and subscribed before me this 12th day of December, 2018.

Personally known √

(Notary)

OR produced identification _____

Notary Public State of Florida

My commission expires: July 10, 2022

(Type of Identification)



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

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 59-3370544

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

Mailing Address: 18 Utility Drive, Palm Coast, FL 32137

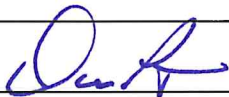
Telephone No.: (386) 446-6444 Fax No.: (386) 446-6481

Email Address: marine@clineconstruction.net Web Address: www.clineconstruction.net

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

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Daniel Paton, V.P.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) S.E. Cline Construction, Inc.	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 18 Utility Drive	Requester's name and address (optional)
	City, state, and ZIP code Palm Coast, FL 32137	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
59 : 3370544

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 12/12/2018
------------------	----------------------------	--------------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

ADDENDUM NUMBER 1
ITB 19-BG-02 – SUNRISE PARK BOAT RAMP IMPROVEMENTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-06** for the above **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 2:00 p.m., local time, on or before December 5, 2018 to:

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

QUESTIONS AND ANSWERS

NOTE 1: Due to the nature of a number of the questions received, the Exhibit A (Scope of Services) from the ITB has been revised, and these revisions are attached to this addendum.

NOTE 2: This project was previously released for bid in 2017, and existing site conditions have changed since the project documents were originally created. The Contractor is **STRONGLY ENCOURAGED** to make site visits as necessary to verify existing conditions prior to bid preparation.

- Q1. Is this intended to be a lump sum bid or will a bid schedule be released? What is the selection process?
A1. The bid has been changed from lump sum to itemized bid schedule. The bid schedule is attached to this addendum.
- Q2. Page 35 of the ITB referenced the fitness court.
A2. The city has revised page 35 and sent out with this addendum.
- Q3. It appears that the pile driving criteria on this project is for minimum tip / lateral stability only and we are unable to find any permit restrictions regarding jetting of piles. Request that jetting of all piles be permitted for all timber dock and channel marker piles as well as concrete piles.
A3. Jetting of piles is permitted if it is not possible to drive piles to design embedment depth without damaging the piles. However, the final five (5) feet of the piles must be driven to achieve design embedment depth.
- Q4. Will the City allow installation of timber and concrete piles to tip via vibratory hammer in lieu of impact hammer methods?
A4. Both vibratory and impact hammer methods are acceptable. Contractor shall submit information on pile driving methods and equipment to be used to the Engineer for approval prior to driving piles.
- Q5. Will the City consider an extension of the bid opening due to the Thanksgiving Holiday?
A5. We can extend the Proposal Opening date to December 5, 2018 at 2:00 p.m. See new proposed timeline below.

Event	Date
Issue ITB Notice	November 7, 2018
Non-Mandatory Pre-Bid	November 20, 2018 10:00 am
Last Date for Receipt of Written Questions	November 26, 2018 – 10:00 am
Addendum Issued (If Applicable)	November 27, 2018
Proposal Opening Date	December 5, 2018 – 2:00 pm
Evaluation Committee	December 10, 2018 – 10:00 am
Notice of Recommendation	December 10, 2018
City Commission Hearing Date	December 18, 2018 (Special Meeting)

- Q6. Drawing C-09, Timber Boardwalk Section - Are the 4"x6" handrail posts to be notched so the 2"x8" horizontal handrail base boards are flush with inside faces of posts?
A6. The handrail base boards will run between the handrail posts and will be mounted flush with the interior surfaces of the posts.

- Q7. What are the maximum vertical dredging tolerances (over depth and allowable shoal heights)?
 A7. The maximum over depth tolerance for this project is six inches. We understand that it is difficult to maintain a constant post-dredge elevation of (-) 5.0 MLW and are willing to make allowances for this; however, the contractor is expected to make all reasonable efforts to maintain the specified post dredge elevation, as this is the maximum allowable dredge depth authorized by the permitting agencies. The City reserves the right to refuse payment for any material removed below (-)5.0 MLW if the post-dredge survey shows a consistent pattern of overdredging by the Contractor.
- We also anticipate sloughing of material into the dredged channel from the box cut verticals depicted in the plans, and the design channel width accounts for this sloughing. Under no circumstances will payment be made for any material removed from outside of the dredge template area as depicted in the plans without prior approval from the City and the Engineer.
- Q8. Drawing Page C-11 - There is a discrepancy on timber pile size/length for the kayak/canoe launch between plan view and profile view. Please clarify
 A8. Plans have been revised to address this discrepancy.
- Q9. Drawing Page C-03 – Does the Owner have any information regarding the thickness of the existing boat ramp?
 A9. No.
- Q10. Drawing Page C-04 - What is the proposed thickness of the “new rock areas” adjacent to the boat ramp?
 A10. The thickness is approximately 2 to 3 feet, based on site observations. The Contractor is encouraged to visit the site prior to submitting bids to confirm this. Approximately 25 feet of existing coquina rock within the footprint area of the proposed boat ramp is to be removed (refer to Demolition Plan Sheet C-03 of the plans). It is anticipated that this rock will be used to provide the material for the new rock areas adjacent to the boat ramp, as depicted in the plans.
- Q11. Drawing Page C-04 - What is the gradation or tolerance for the 18" coquina stone?
 A11. Minimum diameter 18", average diameter 24", maximum diameter 30". No flat rock (ratio of long axis maximum length to short axis maximum length greater than 3:1) will be accepted.
- Q12. Drawing Page C-04 - Can limestone or granite be used in lieu of coquina stone?
 A12. Coquina is no longer allowed to be used for this item – the Contractor shall furnish limestone or granite. Refer to the revetment rock specifications in Exhibit A – Scope of Work (a revised Exhibit A has been attached to this response).
- Q13. Is there an Owner designated disposal site for dredged spoil materials?
 A13. No. The Contractor shall be responsible for locating a suitable disposal site.
- Q14. Will this Contract be awarded based on low bid price, or highest ranked bid proposal?
 A14. Low Bid Price as it is an Invitation to Bid (ITB).
- Q15. If award evaluation is based on ranking, what percentage will be based on bid price and what percentage will be based on the qualification portion of this proposal?
 A15. See A14.
- Q16. Are there any floating dock manufacturers specified for this project?
 A16. No.
- Q17. We have not seen any technical specifications or design requirements for the floating docks. Is this something you could provide?
 A17. Technical specifications for the floating docks are attached to this response. Refer to Sheets C-11 and C-23 for additional details.
- Q18. Drawing Page C-04 specifies a 40' wide boat ramp but Page C-10 specifies extending the boat ramp to the limits of the sheet pile wall, which is roughly 50' wide. Please clarify.
 A18. The usable width of the boat ramp is 40 feet, but the concrete extends into the space below the timber docks and gangways.
- Q19. Drawing Page C-10 – Does the concrete for the boat ramp pours need to fill the corrugations of the sheet piles or do the edges of the concrete pours need to be straight and flush with the inner bellies of the sheet piles.
 A19. Concrete should fill the corrugations of the sheet piles.

- Q20. It is our understanding that this project may have gone to bid sometime in the past. Would the Owner be able to share the information from that solicitation along with the bidding results?
A20. Will provide prior bids with addendum.
- Q21. Is there an estimated amount of days for substantial and final completion?
A21. 210 days. Any circumstances that may delay completion date will need to be discussed with the Engineer of Record.
- Q22. Will liquidated damages be applied to this project? If yes, how much for substantial & final completion?
A22. Liquidated damages in the amount of \$250 per day will be assessed for time extending beyond the final completion date.
- Q23. Are there Davis-Bacon requirements in place for this project?
A23. There are no Davis-Bacon requirements as this project is not federally funded.
- Q24. Will an NPDES permit be required?
A24. Yes
- Q25. Inquiries were made into the turbidity barrier.
A25. Specifications concerning the turbidity barrier are addressed in the scope of work.
- Q26. Is there an engineer's estimate?
A26. Yes - \$906,000
- Q27. What is the anticipated start date for this project?
A27. Late January or early February.
- Q28. Are the floating docks to be vendor specific?
A28. No. The docks will not be vendor specific but will need to match the criteria listed in the plans and specifications.
- Q29. Is the boat ramp pour to go to the corrugation?
A29. Yes.
- Q30. Is the concrete to extend under the timber docks on either side of the boat ramp?
A30. Yes.
- Q31. Provide three similar jobs of similar scope completed within the last 3 years.
A31. Provide on company letterhead. Please provide current contact information for the owners of these projects so the City may contact them for references if desired.
- Q32. Will the City modify the scope of work on this project?
A32. The City reserves the right to modify the scope of work based on bids received and monies available from the grant. The Contractor shall, to the greatest extent practicable, prepare the bid line items so that they may be removed, if needed, without affecting the cost of other project line items,
- Q33. What license are required for this job.
A33. The award will be made to the lowest most responsive firm that is a licensed general contractor.
- Q34. What is the payment schedule for this project?
A34.

Progress Payments; Retainage

A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.

B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in

the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

Q35. Has there been an addenda issued. I do not see any on vendorlink.

A35. No addenda prior to this have been issued.

Q36. There are notes and scope listed to install pavilions, however there are no details or specifications for the pavilion. Please provide.

A36. Pavilions to be provided shall be 10 ft. x 14 ft., with pressure treated wood columns and roof underdecking, galvalume standing seam metal roofing, gabled design. All hardware shall be stainless steel. Pre-engineered products are acceptable. Shop drawings for all pre-engineered products must be submitted to the Engineer for approval prior to ordering.

Q37. The docks are listed with wood planking, will the owner consider non-wood (i.e. plastic or composite) as an alternate.

A37. If the Contractor elects to provide a non-timber alternate for decking, technical data sheets shall be submitted for approval by the Engineer prior to or at the pre-construction meeting. Composite deck boards must be a minimum 2 inches nominal. Plastic grating will not be accepted under any circumstances.

Q38. There is a detail for installing landscaping. However there is no landscaping described or specified. Please clarify if we are to install more than just grass seed and/or sod.

A38. No landscaping other than sod or grass seed will be placed.

Q39. Please confirm that all striping is paint vs thermo plastic.

A39. All striping is paint. The Contractor is encouraged to use a paint product that is on the current FDOT Approved Products List.

Q40. Please consider extending the bid date.

A40. The bid date has been extended to December 5, 2018.

~~~~~  
ATTACHMENT(S):

1. Prior bid submittals.
  - a. Bean Construction
  - b. Kirton Enterprises
  - c. S.E. Cline Construction
  - d. Saboungi Construction
2. Revised Page 35
3. Bid Pricing Form
4. Revised Exhibit A - Scope of Work
5. Concrete Floating Dock Technical Specifications
6. Revised Construction Plans

~~~~~  
Signature acknowledges receipt and understanding of this addendum.

Daniel Paton, V.P.

Name/Title

12/12/2018

Date

ADDENDUM NUMBER 2
ITB 19-BG-02 – SUNRISE PARK BOAT RAMP IMPROVEMENTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-06** for the above **SUNRISE PARK BOAT RAMP IMPROVEMENTS** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before December 12, 2018 to:

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

QUESTIONS AND ANSWERS

NOTE 1: Due to the number of the questions and updates related to Addendum 1, we have received several request to extend the due date on this project. Please note that the timeline has been changed from what was posted in Addendum 1.

Q1. Will the City consider an extension of the bid opening due to the Thanksgiving Holiday?

A1. We can extend the Proposal Opening date to December 12, 2018 at 10:00 a.m. See new proposed timeline below.

Event	Date
Issue ITB Notice	November 7, 2018
Non-Mandatory Pre-Bid	November 20, 2018 10:00 am
Last Date for Receipt of Written Questions	November 26, 2018 – 10:00 am
Addendum Issued (If Applicable)	November 27, 2018
Proposal Opening Date	December 12, 2018 – 10:00 am
Evaluation Committee	December 14, 2018 – 10:00 am
Notice of Recommendation	December 14, 2018 – 2:00 pm
City Commission Hearing Date	December 27, 2018 – 4:00 pm (Special Meeting)

ATTACHMENT(S):

n/a

Signature acknowledges receipt and understanding of this addendum.



Daniel Paton, V.P.

Name/Title

12/12/2018

Date



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

Tab VII Price Proposal Form

RE: ITB19-BG-06 Sunrise Park Boat Ramp Improvements

PHONE: 386-446-6444

FAX: 386-446-6481

INFO@CLINECONSTRUCTION.NET

Attachment: Exhibit F - Cline Construction Bid Proposal (2316 : Sunrise Park Boat Ramp Improvements - ITB 19-BG-06 Award to S.E. Cline)

PROPOSAL PRICING FORM
ITB 19-BG-06
SUNRISE PARK BOAT RAMP IMPROVEMENTS

Total Pricing Proposal for S.E. Cline Construction, Inc. "Contractor"

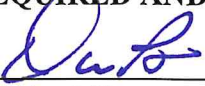
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL ITEM
1	Mobilization and Demobilization	1	LS	\$ 14,271.25	\$ 14,271.25
2	Construction, As-Built and Pre/Post Dredging Surveying	1	LS	\$ 20,600.00	\$ 20,600.00
3	Environmental Compliance	1	LS	\$ 15,525.00	\$ 15,525.00
4	Clearing and Grubbing	1	LS	\$ 7,562.50	\$ 7,562.50
5	Demolition	1	LS	\$ 39,482.50	\$ 39,482.50
6	Fill	1,650	CY	\$ 5.60	\$ 9,240.00
7	Grading and Compaction	1	LS	\$ 29,863.96	\$ 29,863.96
8	Ditch Bottom Inlet, FDOT Type "C"	2	EA	\$ 3,692.81	\$ 7,385.62
9	Ditch Bottom Inlet, FDOT Type "E"	2	EA	\$ 3,966.03	\$ 7,932.06
10	Modified Ditch Bottom Inlet, FDOT Type "E", Structure S-6	1	EA	\$ 5,249.89	\$ 5,249.89
11	Modified Ditch Bottom Inlet, FDOT Type "E", Structure S-8	1	EA	\$ 5,249.89	\$ 5,249.89
12	Mitered End Section, FDOT Index 272	2	EA	\$ 3,138.45	\$ 6,276.90
13	14" X 23" ERCP	324	LF	\$ 73.61	\$ 23,849.64
14	24" RCP	75	LF	\$ 109.69	\$ 8,226.75
15	Riprap, Rubble, Ditch Lining	6	TN	\$ 216.65	\$ 1,299.90
16	U Endwall, FDOT Index 261	1	EA	\$ 5,002.20	\$ 5,002.20
17	Dredging and Disposal	2,650	CY	\$ 66.89	\$ 177,258.50
18	Boat Ramp	4,000	SF	\$ 44.39	\$ 177,560.00
19	Timber Docks w/ Pilings	800	SF	\$ 66.07	\$ 52,856.00
20	Aluminum Gangways (27' X 5')	3	EA	\$ 12,328.33	\$ 36,984.99
21	Floating Accessory Docks w/ Pilings	640	SF	\$ 178.09	\$ 113,977.60
22	Floating Kayak/ Canoe/ SUP Dock w/ Pilings	440	SF	\$ 108.52	\$ 47,748.80
23	Channel Markers	10	EA	\$ 2,053.75	\$ 20,537.50
24	Concrete Sidewalk	3,300	SF	\$ 4.69	\$ 15,477.00
25	Pavilion Pads	410	SF	\$ 5.59	\$ 2,291.90
26	Pavilions	2	EA	\$ 13,998.13	\$ 27,996.26
27	Type "D" Curb	535	LF	\$ 12.86	\$ 6,880.10
28	Parking Lot Paving and Striping	3,050	SY	\$ 36.76	\$ 112,118.00
29	Parking Stops	51	EA	\$ 51.25	\$ 2,613.75
30	Lighting	1	LS	\$ 47,675.00	\$ 47,675.00
31	Sodding	32,000	SF	\$ 0.35	\$ 11,200.00
32	Signage	1	LS	\$ 4,372.29	\$ 4,372.29
33	Revetment	75	LF	\$ 396.79	\$ 29,759.25
				TOTAL	\$ 1,094,325.00
LS=Lump Sum, LF= Linear feet, CY= Cubic Yard, SF= Square Foot, EA= Each, TN= Ton					

Price for the preparation, construction and installation of the Sunrise Park Boat Ramp Improvements

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.


Authorized Signature

Daniel Paton, V.P.
Printed Name & Title

S.E. Cline Construction, Inc.
Company

12/12/2018
Date

18 Utility Drive
Address

Palm Coast, FL 32137
City, State, Zip Code

(386) 446-6444
Telephone No.

marine@clineconstruction.net
Email Address.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

S.E. Cline Construction, Inc.

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

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

City of Holly Hill, Florida

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

WHEREAS, the Principal has submitted a bid for

Sunrise Park Boat Ramp Improvements-Bid No.19-BG-06

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 *5th* day of *December, 2018*.

Luann Waters

(Witness)

S.E. Cline Construction, Inc.

D.A.B. *V.P.*

(Title)

Endurance Assurance Corporation

Mystli McDavid

(Witness)

Don Bramlage

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

ENDURANCE ASSURANCE CORPORATION

066

POWER OF ATTORNEY

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

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

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

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

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

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

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By *Sharon L. Sims*

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

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

Nicholas James Benenati

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

CERTIFICATE

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

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

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

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

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

And be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2018.

(Corporate Seal)

Christopher Donelan

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575

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



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

**City Commission
Agenda Item**

MEETING DATE: January 3, 2019
FROM: John McKinney
SUBJECT: Request for Lien Reduction - 9 Howard Dr. The City Has Received a Request for a Reduction of Lien “Code Enforcement Liens” that Have Been Placed on the Real Property Located at 9 Howard Dr.
NUMBER: (ID # 2350)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 9 Howard Dr. The property was originally purchased by Alfred and Janice Monroe in 1985. The original owners lost the home due to foreclosure in 2013. The code violation had been cited and the case brought to the Special Master in October 2014, October 2015 and December 2016. Following the hearing on October 27, 2014 the Special Master ordered the property to pay a fine of \$250.00 plus \$160.00 per day for every day the property was not in compliance for the five violations identified in the Order. The liens began to accrue October 2014 and have accumulated to \$187,282 as of July 19, 2017 when staff applied for a claim affidavit with the Volusia County Clerk of Court.

EGOL Investments LLC purchased the property through a tax deed sale on July 11, 2017 for \$38,200.

The accumulation of liens stopped in June 2017 when the property was inspected and found to be in compliance. The City was successful in the claim affidavit and received from the Clerk of Court \$30,790.59 from the tax deed sale. This leaves a balance of \$156,491.41

FISCAL ANALYSIS:

Total claim of lien	\$187,282.00
Required payment	
Special Master fee of 1 meeting	\$250.00
Special Master fine	\$ Daily fines
Filing fee	\$ 20.00
Grass cutting	\$100.00

Code enforcement staff time 8 hours at \$37.92	\$ 303.36
Finance staff time 2 hours at \$20.00	\$ 40.00
Administrative fee	\$ 100.00
<u>Total</u>	\$ 813.36

*Since the property had been acquired through a tax deed sale with excess funds held in escrow for any lien hold to request, the City files a request for the balance of the excess funds. Since none of the other lien holders had requested any of the excess funds, the City was successful in receiving the balance of excess funds in the amount of \$30,790.59.

STAFF RECOMMENDATION:

Reduce the lien from \$187,282 to the amount of the recovered excess funds \$30,790.59. The City has already received the funds in the amount of \$30,790.59 and therefore is requesting the City Commission authorize a release of lien for the property located at 9 Howard Dr.

COMMISSION GOAL:

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

MOTION:

Reduce the lien from \$187,282 to the amount of the recovered excess funds \$30,790.59 and release the lien from the property.

- Lien Reduction 9 Howard Dr. (PDF)

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
PN007772	2/15/2018	CERT #8842-14 7/11/17	30,790.59	0.00	30,790.5

Total 30,790.5

CITY OF HOLLY HILL

02/19/2018

Check

119860

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
PN007772	2/15/2018	CERT #8842-14 7/11/17	30,790.59		30,790.5

Total 30,790.5

RECEIVED

FEB 22 2018

FINANCE DEPT.



Laura E. Roth
Clerk of Circuit Court
PO Box 6043
DeLand, FL 32721-6043

POOLED CASH

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94104

11-24/1210

Date
02/19/2018

Check No.
119860

***THIRTY THOUSAND SEVEN HUNDRED NINETY AND 59/100 US DOLLARS

\$*****30,790.

Pay to the Order of

CITY OF HOLLY HILL
ATTN FINANCE DEPT
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Laura E. Roth

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

STATEMENT OF CLAIM AFFIDAVIT for CORPORATIONS

2.3.a

In Re: Tax Certificate Surplus – Sale Date: _____ Certificate Number: _____

Parcel ID Number: 4242-55-04-0050

Instructions: **Complete PART 1 or PART 2, the Notary Section and return form to this office.**

Clerk of Court
Attn: Tax Deed Dept.
PO Box 6043
DeLand, FL 32721

PART 1 – Complete this section if the Lien has been satisfied.

☐ I am the _____ of _____
and am duly authorized to execute this affidavit on behalf of said corporation. The lien said
corporation held against the above described property **has been satisfied.**

PART 2 (Indicate all applicable items)

- ☒ 1. I am the Finance Director of The City of Holly Hill
and am duly authorized to execute this affidavit on behalf of said corporation.
- ☐ 2. Said corporation was the owner of the property at the time of the Tax Deed Sale and eligible to
receive the surplus funds.
- ☒ 3. Said corporation is entitled to the Tax Certificate surplus on the above described property.
- ☒ 4. Said corporation is the holder of an unsatisfied lien in the amount of \$ 187,282.00.

** I, acknowledge that I am making the above representations under oath in order to receive payment of such
surplus funds, and understand that, if it is later discovered or determined that payment of such surplus funds
were received in error and I was not entitled to the surplus funds for any reason, the repayment of such surplus
funds will be made to the Clerk of the Circuit Court. If my claim to the funds is based on intentional
misrepresentation of fact or false assertion of rights, I acknowledge I may be subject to criminal prosecution in
addition to civil liability.

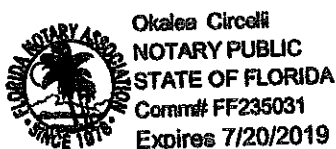
[Signature]
Signature
Kurt Swartzlander
Print name
1065 Ridgewood Ave
Address

Finance Dept.
Office
The City of Holly Hill
Print name of corporation
Holly Hill, FL 386-248-9427
City/State/Zip Phone Number

STATE OF Florida
COUNTY OF Volusia

Email: _____

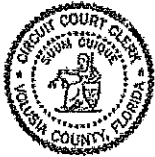
Sworn to and subscribed before me this 19 day of July, 2017, by Kurt Swartzlander
who is personally known to me or has produced _____ as identification and did take an oath.



[Signature]
Signature of Notary Public

Print, type, or stamp commissioned name of Notary Public

COPY



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

SEVENTH JUDICIAL CIRCUIT - VOLUSIA COUNTY
P.O. BOX 6043 DELAND, FLORIDA 32721-6043 - WWW.CLERK.OFLA.GOV

2.3.a

Attn: Tax Deed Division
(386) 736-5919

CITY OF HOLLY HILL
FINANCE DIRECTOR/CODE ENFORCEMENT
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

8842-14 JULY 11, 2017

NOTICE

Date of Notice: **JULY 12, 2017**

Certificate No: **8842-14**

Parcel ID No: **4242-55-04-0050** Legal Description: **LOT 5 EXC N 22 FT & N 22 FT OF LOT 6
BLK 4 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG 0369 PER D/C 6648
PG 4953**

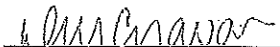
In accordance with Chapter 197 of the Florida Statutes, the above-listed property was sold at public auction on **JULY 11, 2017**. After the reimbursement of certain expenses, there remains excess funds in the amount of **\$31,267.10**. In accordance with Florida Statutes, these surplus funds may be subject to a service charge prior to disbursement.

Attached is a copy of the abstract of this property received from the office of the tax collector reflecting all such parties as described in section 197.502(4), Florida Statutes, having an interest in the subject property. The surplus funds will be used to satisfy, to the fullest extent possible, all governmental liens in the property, including any tax certificates not incorporated in the tax deed application and omitted taxes, if any, followed by each senior mortgage or lien in the property, before distribution of any funds to any junior mortgage or lien. Any valid lien in the property is entitled to payment before any payment is made to the titleholder of record.

To be considered for distribution of these funds, you must submit a notarized statement of claim along with evidence supporting the validity of your claim. With respect to liens, the statement of claim should detail the particulars of your lien and should include the total amount now due. A copy of this notice and a completed Internal Revenue Service Form W-9 must accompany your statement of claim. The above-listed documentation should be received by this office *within 90 days* of the date of this Notice. After examining all filed statements of claim, this office will notify you if you are entitled to any payment. Dated this **12TH** day of **JULY, 2017**.



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

By: 
D. McGowan
Deputy Clerk

LAURA E ROTH, CLERK

P O BOX 6043

DELAND, FL 32721

TAX DEED CERTIFICATE NO.: 8842-14

**THERE ARE UNPAID TAXES ON PROPERTY
WHICH YOU OWN OR IN WHICH YOU HAVE A
LEGAL INTEREST.**

CITY OF HOLLY HILL
FINANCE DIRECTOR/SPECIAL MASTER ADMIRATION
FEE

1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

8842-14

JULY 11, 2017

WARNING

THE PROPERTY WILL BE SOLD AT PUBLIC
AUCTION ON JULY 11, 2017 AT 9:00 AM UNLESS
THE BACK TAXES ARE PAID. TO MAKE PAYMENT,
DETACH AND RETURN THE COUPON WITH YOUR
CASHIER'S CHECK, MONEY ORDER, OR
CERTIFIED CHECK. DO NOT SEND CASH OR A
PERSONAL CHECK.

FOR FURTHER INFORMATION, CONTACT THE
CLERK OF THE CIRCUIT COURT, ATTN: TAX DEED
DEPARTMENT, 101 N. ALABAMA AVE, P O BOX
6043, DELAND, FLORIDA 32721. TELEPHONE (386)
736-5919 OR (386) 257-6000 EXT 15919.

DATED THIS 19TH DAY OF MAY, 2017.

LAURA E ROTH
CLERK OF THE CIRCUIT COURT



RECEIVED
MAY 22 2017
FINANCE DEED

DR-451

R. 9/76

NOTICE OF APPLICATION FOR TAX DEED

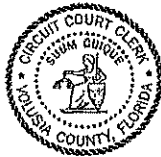
NOTICE IS HEREBY GIVEN, that TLGFY LLC CAPITAL ONE NA AS COLLATERAL ASSIGNEE OF TLG
LLC the holder of the following certificate issued on JUNE 1, 2014, has filed said certificate for a tax deed to be issued thereo
The certificate number, the name(s) in which it was assessed, and the description of the property in the County of Volusia, Stat
Florida, are as follows:

Certificate No.: 8842-14 Name in which assessed: JANICE K MONROEDescription of Property: Parcel # 4242-55-04-0050 LOT 5 EXC N 22 FT & N 22 FT OF LOT 6 BLK 4 WELL WORTH
VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG 0369 PER D/C 6648 PG 4953.

UNLESS SUCH CERTIFICATE SHALL BE REDEEMED according to law, the property described in such certificate
shall be sold to the highest bidder at www.volusia.realtaxdeed.com on JULY 11, 2017 at 9:00 o'clock A.M.

Dated this 19TH day of MAY, 2017.

LAURA E. ROTH
CLERK OF THE CIRCUIT COURT
Volusia County

REDEMPTION AMOUNT: \$5,659.72

OPENING BID AMOUNT: \$5,653.47

The REDEMPTION AMOUNT & OPENING BID AMOUNT
are subject to change without notice. Call (386) 736-5939 to
determine the current totals.

TO ENSURE PROPER CREDIT, CLIP & RETURN THIS COUPON ALONG WITH YOUR CASHIER'S CHECK, MONEY ORDER OR CERTIFIED CHECK. DO NOT SEND CASH OR A PERSONAL CHECK.

Certificate No.: 8842-14
Date of Sale: JULY 11, 2017

REDEMPTION AMOUNT: \$5,659.72*PAYABLE BEFORE: 9:00 AM on JULY 11, 2017

CITY OF HOLLY HILL
FINANCE DIRECTOR/SPECIAL MASTER ADMIRATION FEE
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

*The REDEMPTION AMOUNT is subject to
change without notice. Before sending payment
call (386) 736-5939 to determine the current payoff

MAKE CHECK PAYABLE TO:

County of Volusia

MAIL TO:

County of Volusia
Attn: Delinquent Tax Dept
123 W Indiana Avenue
DeLand, FL 32720

[Telephone: 386-736-5939]

LAURA E ROTH, CLERK
P O BOX 6043
DELAND, FL 32721

WARNING

TAX DEED CERTIFICATE NO.: 8842-14

**THERE ARE UNPAID TAXES ON PROPERTY
WHICH YOU OWN OR IN WHICH YOU HAVE A
LEGAL INTEREST.**

CITY OF HOLLY HILL
FINANCE DIRECTOR/CODE ENFORCEMENT
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

8842-14

JULY 11, 2017

RECEIVED

MAY 23 2017

FINANCE DEPT.

THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON JULY 11, 2017 AT 9:00 AM UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT, DETACH AND RETURN THE COUPON WITH YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK. **DO NOT SEND CASH OR A PERSONAL CHECK.**

FOR FURTHER INFORMATION, CONTACT THE CLERK OF THE CIRCUIT COURT, ATTN: TAX DEED DEPARTMENT, 101 N. ALABAMA AVE, P O BOX 6043, DELAND, FLORIDA 32721. TELEPHONE (386) 736-5919 OR (386) 257-6000 EXT 15919.

DATED THIS 19TH DAY OF MAY, 2017.

LAURA E ROTH
CLERK OF THE CIRCUIT COURT



DR-451

R. 9/76

NOTICE OF APPLICATION FOR TAX DEED

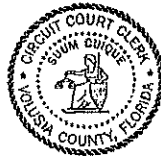
NOTICE IS HEREBY GIVEN, that TLGFY LLC CAPITAL ONE NA AS COLLATERAL ASSIGNEE OF TLG LLC the holder of the following certificate issued on JUNE 1, 2014, has filed said certificate for a tax deed to be issued thereon. The certificate number, the name(s) in which it was assessed, and the description of the property in the County of Volusia, State of Florida, are as follows:

Certificate No.: 8842-14 Name in which assessed: JANICE K MONROE
Description of Property: Parcel # 4242-55-04-0050 LOT 5 EXC N 22 FT & N 22 FT OF LOT 6 BLK 4 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG 0369 PER D/C 6648 PG 4953.

UNLESS SUCH CERTIFICATE SHALL BE REDEEMED according to law, the property described in such certificate shall be sold to the highest bidder at www.volusia.realtaxdeed.com on JULY 11, 2017 at 9:00 o'clock A.M.

Dated this 19TH day of MAY, 2017.

LAURA E. ROTH
CLERK OF THE CIRCUIT COURT
Volusia County



REDEMPTION AMOUNT: \$5,659.72

OPENING BID AMOUNT: \$5,653.47

The REDEMPTION AMOUNT & OPENING BID AMOUNT are subject to change without notice. Call (386) 736-5939 to determine the current totals.

TO ENSURE PROPER CREDIT, CLIP & RETURN THIS COUPON ALONG WITH YOUR CASHIER'S CHECK, MONEY ORDER OR CERTIFIED CHECK. DO NOT SEND CASH OR A PERSONAL CHECK.

Certificate No.: 8842-14
Date of Sale: JULY 11, 2017

REDEMPTION AMOUNT: \$5,659.72*

PAYABLE BEFORE: 9:00 AM on JULY 11, 2017

*The REDEMPTION AMOUNT is subject to change without notice. Before sending payment call (386) 736-5939 to determine the current payoff

CITY OF HOLLY HILL
FINANCE DIRECTOR/CODE ENFORCEMENT
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

MAKE CHECK PAYABLE TO:

County of Volusia

MAIL TO:

County of Volusia
Attn: Delinquent Tax Dep
123 W Indiana Avenue
DeLand, FL 32720

[Telephone: 386-736-5939]

Operator ID: JENN OC Date: 3/02/18 Number: 01 Receipt number: 25891
Post date : 3/02/18
Tender . . : CHECK
Check nbr : 119860

Customer	Location	Amount	Pay Type	Sub Type	Sv Cd L	Lien Number	Transaction Date	Time
		30790.59	56				3/02/18	8:28:27
9 HOWARD/J.MONROE								

Total . . . 30790.59
Total tender 30790.59

F12=Cancel F14=Batch inquiry

F16=Reprint receipt

\$154,603.41

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

06/02/2016 08:32 AM
 Instrument# 2016-099613 # 1
 Book : 7260
 Page : 86
 Diane M. Matousek
 Volusia County, Clerk of Court

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-55-04-0050	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director
 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 Janice K Monroe

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Special Master Admiration Fee from 10/27/14 Hearing

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 5 EXC N 22 FT & N 22 FT OF LOT 6 BLK 4 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG
 0369 PER D/C 6648 PG 4953
 9 Howard Drive Holly Hill, FL 32117

owned by with Janice K Monroe

of a total value of Two Hundred Fifty Dollars (\$250.00)
 which remains unpaid as of May 26, 2016



Okalea Crockett
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF235031
 Expires 7/20/2019

Lienor: City of Holly Hill
 By [Signature] (Agent)
 Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 26 day of May

2016
[Signature]
 Notary Public

06/02/2016 08:32 AM

Instrument# 2016-099614 # 1

Book : 7260

Page : 87

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-55-04-0050	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

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 Janice K Monroe

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Storage of non-operative vehicle \$20.00 a day. Grass & weeds \$35.00 a day. Trash & debris \$35.00 a day. Harborage of vermin \$35.00 a day. Storage of Junk \$35.00 a day. Beginning on 10/27/14.

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 5 EXC N 22 FT & N 22 FT OF LOT 6 BLK 4 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG 0369 PER D/C 6648 PG 4953

9 Howard Drive Holly Hill, FL 32117

owned by with Janice K Monroe

of a total value of One Hundred Sixty Dollars (\$160.00) a day until property comes into compliance, which remains unpaid as of May 26, 2016.



Charles Ciroli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235031
Expires 7/20/2019

By

Kurt Swartzlander
Lienor, City of Holly Hill

(Agent)

Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 26 day of May

2016

Charles Ciroli
Notary Public

Packet Pg. 200

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

Instrument# 2016-099614
 Book: 7260
 Page: 89
 Diane M. Matousek
 Volusia County, Clerk of Court

If the violation 114-811 is not brought into compliance in five (5) days a fine of twenty (\$20.00) dollars a day for each and every day the property remains in non-compliance

If the violation 26-61 1 is not brought into compliance in five (5) days a fine of thirty five (\$35.00) dollars a day for each and every day the property remains in non-compliance

If the violation 26-61 2 is not brought into compliance in five (5) days a fine of thirty five (\$35.00) dollars a day for each and every day the property remains in non-compliance

If the violation 26-61 3 is not brought into compliance in five (5) days a fine of thirty five (\$35.00) dollars a day for each and every day the property remains in non-compliance

If the violation 26-61 11 is not brought into compliance in five (5) days a fine of thirty five (\$35.00) dollars a day for each and every day the property remains in non-compliance

DONE AND ORDERED this 21 day of October, 2014 at Holly Hill County of Volusia, Florida.

CITY OF HOLLY HILL
 CODE ENFORCEMENT

By, John A. Pascucci
 John A. Pascucci, Special Magistrate

Attest: [Signature]
 Code Enforcement Official

This instrument prepared by John A. Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 21 day of October 2014 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

- Ms. Janice Monroe
 9 Howard Drive
 Holly Hill, Florida 32117

[Signature]
 Code Enforcement Official

02/08/2016 10:00 AM

Instrument# 2016-022538 # 1

Book: 7215

Page: 243

Diane M. Matousek

Volusia County, Clerk of Court

Return To: (Enclose Self Addressed Envelope)

Name: Kurt Swartzlander

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

This Instrument Prepared by:

Name: Kurt Swartzlander

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

Property Appraisers Parcel ID Number(s): 4242-55-04-0050

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

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 Janice K Monroe

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Grass & Weed Cutting 10/16/15

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 5 EXC N 22 FT & N 22 FT OF LOT 6 BLK 4 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG 0369 PER D/C 6648 PG 4953

9 Howard Drive Holly Hill, FL 32117

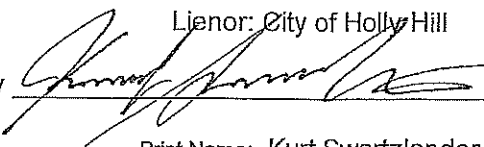
owned by with Janice K Monroe

of a total value of One Hundred Dollars (\$100.00)

which remains unpaid as of February 4, 2016

Lienor: City of Holly Hill

By



(Agent)

Print Name: Kurt Swartzlander

Sworn to and subscribed before me this

4

day of

February

2016


 Okalea Ciralli
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF235031
 Expires 7/20/2019



Notary Public

Packet Pg. 202

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

Return To: (Enclose Self Addressed Envelope)

Name: Kurt Swartzlander

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

This instrument Prepared by:

Name: Kurt Swartzlander

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

Property Appraisers Parcel ID Number(s): 4242-55-04-0050

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

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 Janice K Monroe

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Grass & Weed Cutting 10/16/15

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 5 EXC N 22 FT & N 22 FT OF LOT 6 BLK 4 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 2747 PG 0369 PER D/C 6648 PG 4953

9 Howard Drive Holly Hill, FL 32117

owned by with Janice K Monroe

of a total value of One Hundred Dollars (\$100.00)

which remains unpaid as of February 4 , 2016

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Kurt Swartzlander

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Public

Packet Pg. 203

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

November 29, 2018

**To: The City of Holly Hill
Finance Department
Holly Hill, FL 32117**

Dear Finance Director:

My name is Egoitz Olazar, manager form **Egol Investments, LLC** and through this letter I would like to expose the facts in reference to purchase of the property: **9 Howard in Holly Hill** through a Tax Deed on the day 11th of July, 2017.

The property was in a deplorable state it was found signs of illegal occupation by the findings of syringes indicating probable used for illegal actions. I decided to look more in the history of the property I requested a Title Search was done on the property. It is at that time that we discovered the fines and Liens accrued, penalties.

The first action taken was to clean the exterior of the property, we proceeded to clean all the weeds, bushes and scrap that was in the vicinity of the house as shown in the pictures included in this report. Then an exterminator was called due to a rat problem which was solved in a week thanks to an outside and inside thoroughly cleaning of the property along with the exterminator's methods.

After evaluation all together the purchase of the property, preexisting fines and liens, comply with code requirements, labor, maintenance of the property for more than a year, has created and continue creating a hardship. My intention is to sell the property. The market value may cover for the fixing expenses, taxes, liens and closing cost. I have an offer to purchase this property and a Family that has been approved to purchase the property.,

I would need your consideration and approval for a reduced of Lien. The property is in full compliance and the matter related to **Case #839042** as per **Instrument # 2016-099614 Book: 7260 Page: 89** recorded, was resolved.

Respectfully,

Egol Olazar, Manager

EGOL INVESTMENTS LLC

1425 Bent Oaks Boulevard

Deland, Florida 32724

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The Property owner or records; 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 EGOL INVESTMENTS LLC, a Florida Limited Liability Company. The Fee Simple Owner of the following described property:

Legal Description:

Lot 5, except the Northerly 22 feet thereof, and the Northerly 22 feet of Lot 6, Block 4, WELL-WORTH VILLAGE, UNIT NO. 1, as per map recorded in Map Book 11, Page 170, of the Public Records of Volusia County, Florida.

A/K/A 9 Howard Dr, Holly Hill, FL 32117.

Parcel ID: 4242-55-04-0050

Hereby petition the Holly Hill City Commissioners to grant a Release of Lien in the amount of \$ 185,394.00 for Case No. 839072, and affirm that I am hereby designated to act as my authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding this request.

EGOL INVESTMENTS LLC

By: Egoitz Olazar, Manager Date: 12/04/2018

I Certify that I have examined the application and that all statements diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this applications attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 4th day of December, 2018.

State of Florida

County of Volusia

I HEREBY CERTIFY that on this day, before me Hailee Gopinath, an officer duly authorized in the state of Florida County of Volusia aforesaid to take acknowledgements, personally appeared Egoitz Olazar, Manager for EGOL INVESTMENTS LLC, who is personally known to me or who has produced a Driver's License, as Identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the county and the State last aforesaid this December 4, 2018.

 Hailee Gopinath
State of Florida
My Commission Expires 03/06/2021
Commission No. GG 80164

Hailee Gopinath
Notary Public Signature
Print Name Hailee Gopinath
Commission Expires: 03/06/2021

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)



City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117
386-248-9427
Fax 386-248-9497

Address: 9 Howard Drive

Hearing held on 10/17/14

Lien / Violation Calculation

Month	Days	Month	Days
Oct-14	8	May-16	31
Nov-14	30	Jun-16	30
Dec-14	31	Jul-16	31
Jan-15	31	Aug-16	31
Feb-15	28	Sep-16	30
Mar-15	31	Oct-16	31
Apr-15	30	Nov-16	30
May-15	31	Dec-16	31
Jun-15	30	Jan-17	31
Jul-15	31	Feb-17	28
Aug-15	31	Mar-17	31
Sep-15	30	Apr-17	30
Oct-15	31	May-17	31
Nov-15	30	Jun-17	30
Dec-15	31		
Jan-16	31		
Feb-16	28		
Mar-16	31		
Apr-16	30		

Total Days	980 ✓	Through 6/30/17 Property Sold 7/2/17
Lot Mowing 10/16/15	\$100.00 ✓	
Special Master Fine	\$250.00 ✓	
18% Interest	\$156,800.00	
Sub	\$28,224.00 ✓	
Filing Fee	\$185,024.00	
	\$20.00 ✓	
Total	\$185,394.00	

to the City of Holly Hill
(30,790.597)

New.
\$154,603.41 ✓

CA

185,394.00 +
30,790.59 -

Total:
154,603.41

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

CITY OF HOLLY HILL

CASE # _____

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: Egoitz OlazarProperty Address: 9 Howard Dr, Holly Hill, 32117

Phone number(s) where you can be reached during the day:

cell 386 385 7992Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) _____

Are you claiming financial hardship? ☒ YES ☐ NOAre you claiming medical hardship? ☐ YES ☒ NO

STATE OF FLORIDACOUNTY OF: VOLUSIA

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Egaitz Olazar, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced PASSPORT as identification and did take an oath.

Date: 12/6/18

B. A. Jagoda
Notary Public
State of Florida

My Commission Expires 03/30/2019
Commission No. FF 210465

B. A. Jagoda
Notary Public

My Commission Expires 03/30/2019

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Google Maps 9 Howard Dr

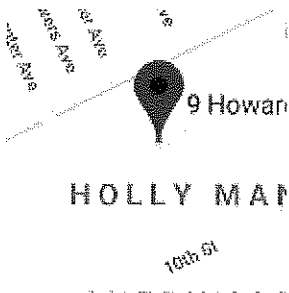


Image capture: Aug 2014 © 2018 Google

Holly Hill, Florida

Google, Inc.

Street View - Aug 2014



Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)

HomeLand Title Source, LLC

1101 Miranda Lane, Suite 124

Kissimmee, FL 34741

Office-(407)403-6403 * Fax- (407) 641-8746

company@homelandtitle.net

Date: 04/12/2018

FILE: -2018-260

Property: 9 Howard Dr., Holly Hill 32117

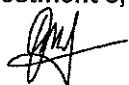
Owner: : Egol Investments, LLC

AUTHORIZATION TO RELEASE INFORMATION

I/WE AUTHORIZE YOU TO PROVIDE HOMELAND TITLE SERVICES, INC. Brenda Collazo and Janet Negron, ANY AND ALL INFORMATION AND DOCUMENTATION THAT THEY REQUEST. SUCH INFORMATION INCLUDES BUT IS NOT LIMITED TO ACCOUNT BALANCES AND PAYOFF STATEMENTS AND/OR LIENS ATTACHED TO THE ABOVE PROPERTY.

A COPY OR FACSIMILE OF THIS AUTHORIZATION MAY BE ACCEPTED AS AN ORIGINAL

Egol Investment's, LLC



04/12/2018

By: Egoitz Olazar, Manager

DATE

Cordially,
Brenda E. Collazo
Lic. Title Agent
Direct: (321) 527-6587
Closing Location:
1101 Miranda Lane
Suite 111
Kissimmee, FL 34741
Fax: (407) 641-8746

Attachment: Lien Reduction 9 Howard Dr. (2350 : Request for Lien Reduction - 9 Howard Dr.)



