

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • FEBRUARY 28, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner Roy Johnson
- c. Pledge of Allegiance

2. PRESENTATION

- 1. Water Conservation Month - April 2023
(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - February 14, 2023 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 2)

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

- 1. Resolution -2023-R-17 A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting Stratum Contracting and Construction Management as the Low Bidder for the Interior Build-Out of the Public Works Building and Approving a Contract in the Amount of \$78,601, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2023-R-18 A Resolution of the City of Holly Hill, Florida, Appointing a Member to Serve as the City's Representative on the Volusia County Opioid Abatement Funding Advisory Board; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA - NONE**7. PUBLIC HEARINGS - NONE**

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

Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 4048)

Meeting: 02/28/23 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4048

2.1

Water Conservation Month - April 2023



PROCLAMATION

**BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING APRIL AS WATER CONSERVATION MONTH
IN THE CITY OF HOLLY HILL, FLORIDA**

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Holly Hill are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Holly Hill and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Holly Hill has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, leak prevention is commonly thought to be the first step in conserving water, Holly Hill will encourage citizens and businesses to focus on fixing leaks.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 2023 as:

WATER CONSERVATION MONTH

in the City of Holly Hill and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water. For this, the 25th year of Water Conservation Month, there will be a special focus on fixing leaks and all forms of water loss.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 28th day of February, 2023.

City of Holly Hill, Florida

Chris Via, Mayor



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

**City Commission
Agenda Item**

4.1

MEETING DATE: February 28, 2023
FROM: Valerie Manning
SUBJECT: Minutes - February 14, 2023 - Regular City Commission and CRA Meeting
NUMBER: (ID # 4046)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from February 14, 2023 regular City Commission and CRA meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - February 14, 2023 - Regular CC and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 14, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Danio

Commissioner Danio led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

The City Commission meeting was recessed at approximately 6:05 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

1. -2023-R-7

A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with AT&T to Move Forward with Phase III Utility Overhead to Underground Along Ridgewood Ave from Walker Street to the Northern City Limits; Providing for Severability; and Providing for an Effective Date.

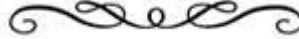
(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - February 14, 2023 - Regular CC and CRA meeting (4046 : Minutes)

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

Enacted and approved this 14th day of February, 2023, in Holly Hill



4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:06 PM. The City Commission regular meeting reconvened at that approximate time.

5. PUBLIC COMMENTS

None.

6. APPROVAL OF MINUTES

1.

Minutes - January 24, 2023 Workshop and January 24, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Currie, Danio, Johnson
ABSENT:	Penny

Enacted and approved this 14th day of February, 2023, in Holly Hill



7. CONSENT AGENDA - ITEMS (1 - 9)

Mayor Via asked if there was anyone from the audience that wished to speak on any time on the Consent Agenda or if any member of the Commission wished to speak to any item or pull an item for further discussion. There was no one.

1. -2023-R-8 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with AT&T to Move Forward with Phase III Utility Overhead to Undergrounding Along Ridgewood Avenue from Walker Street to the Northern City Limits; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-8

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUNDING ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUND ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has authorized staff to move forward with Phase III of the utility overhead to undergrounding along Ridgewood Avenue from Walker Street to the northern City limits; and

WHEREAS, AT&T has submitted an agreement to move forward with the design and relocation of the facilities into the provided conduits at a cost of \$435,731.22 excluding miscellaneous costs which are unknown until the construction is complete; and

WHEREAS, staff recommends that City Commission authorize the City Manager to execute the agreement with AT&T in the amount of \$435,731.22.

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

SECTION 1. That the City Commission of the City of Holly Hill authorize the City Manager to execute the agreement with AT&T in the amount of \$435,731.22 excluding miscellaneous costs which are unknown until the construction is complete.

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 14th day of FEBRUARY,

2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



2. -2023-R-9 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of \$59,010 for the Provision of a 6” Trailer Mounted, Compressor-Assisted Priming Pump; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-9

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF \$59,010 FOR THE PROVISION OF A 6” TRAILER MOUNTED, COMPRESSOR-ASSISTED PRIMING PUMP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF \$59,010 FOR THE PROVISION OF A 6” TRAILER MOUNTED, COMPRESSOR-ASSISTED PRIMING PUMP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a proposal for a direct purchase of a 6” trailer mounted, compressor-assisted primer pump from Thompson Pump at a cost of \$59,010.

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

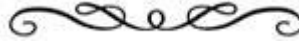
SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute a direct purchase of a 6" trailer mounted, compressor-assisted primer pump with Thompson Pump in the amount of \$59,010.

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 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



3. -2023-R-10 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Sole Source Purchase of Pumps for Lift Station 11 and Authorizing the City Manager to Execute the Purchase of Three (3) Wastewater Pumps in the Amount of \$108,998 from Hydra Services, Inc.; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF PUMPS FOR LIFT STATION 11 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE OF THREE (3) WASTEWATER PUMPS IN THE AMOUNT OF \$108,998 FROM HYDRA SERVICES, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF PUMPS FOR LIFT STATION 11 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE OF THREE (3) WASTEWATER PUMPS IN THE AMOUNT OF \$108,998.00 FROM HYDRA SERVICE(S) INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff is requesting to purchase three (3) pumps for Lift Station 11;
and

WHEREAS, the City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps; and

WHEREAS, Hydra Service(s), Inc., is the Sulzer-ABS sole source distributor of these pumps.

WHEREAS, by Section 30-71 of the Holly Hill Code of Ordinances, “Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city.”

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

SECTION 1. That the City Commission does hereby authorize the sole source purchase of three (3) pumps from Hydra Service(s), Inc., and authorizes the City Manager to execute the purchase of these pumps.

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 14th day of FEBRUARY,
2023.**

Enacted and approved this 14th day of February, 2023, in Holly Hill



4. -2023-R-11 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing Piggybacking a Contract with USSI for In-Flow Abatement Services and Authorize the City Manager to Execute an Agreement for the Purchase of Services; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2023-R-11**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR IN-FLOW ABATEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR IN-FLOW ABATEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve staff to piggy-back a contract with USSI in-flow abatement services and authorize the City Manager to execute an agreement for the purchase of this service.

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

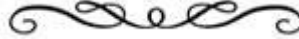
SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of the Toho Water Authority contract and authorize the City Manager to execute an agreement for in-flow abatement services.

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 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



5. -2023-R-12 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of \$55,792 for the Provision of a 6” Compressor-Assisted Primer Pump, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF \$55,792 FOR THE PROVISION OF A 6” COMPRESSOR-ASSISTED PRIMER PUMP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF \$55,792 FOR THE PROVISION OF A 6” COMPRESSOR-ASSISTED PRIMER PUMP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 27, 2022, the City Commission approved an agreement with Danus Utilities, Inc. for the rehabilitative services for lift station #19; and

WHEREAS, the provision of a 4” compressor-assisted primer pump was part of the scope of work for this rehabilitation project; and

WHEREAS, the City has received a proposal for a direct purchase of a 6” compressor-assisted primer pump from Thompson Pump at a cost of \$55,792; and

WHEREAS, a deductive Change Order has been executed with Danus Utilities, Inc., in the amount of \$55,792.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute a direct purchase of a 6” compressor-assisted primer pump with Thompson Pump in the amount of \$55,792.

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 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



6. **-2023-R-13 Resolution**

A Resolution of the City of Holly Hill, Florida, Approving a Piggyback of State of Florida Contract #2500000-21-STC for the Purchase of a 2022 Ford F-150 through Step One Automotive Group, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-13

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK OF STATE OF FLORIDA CONTRACT #2500000-21-STC FOR THE

PURCHASE OF A 2022 FORD F-150 THROUGH STEP ONE AUTOMOTIVE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK OF STATE OF FLORIDA CONTRACT #2500000-21-STC FOR THE PURCHASE OF A 2022 FORD F-150 THROUGH STEP ONE AUTOMOTIVE GROUP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase a 2022 Ford F-150 vehicle under State of Florida Contract #25100000-21-STC with Step One Automotive Group; and

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

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

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

SECTION 1: That the City Commission of the City of Holly Hill approves the piggyback of State of Florida Contract #25100000-21-STC with Step One Automotive Group for the purchase of a 2022 Ford F-150, and authorizes the City Manager to execute the same.

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 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



7. -2023-R-14 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a 2022 Toyota Camry Hybrid in the Amount of \$28,607.00, Using the Florida Sheriffs Association Cooperative Purchasing Program Contract #FSA23-TOY1.0; Providing Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2023-R-14**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A 2022 TOYOTA CAMRY HYBRID IN THE AMOUNT OF \$28,607.00, USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT #FSA23-TOY1.0; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A 2022 TOYOTA CAMRY HYBRID IN THE AMOUNT OF \$28,607.00 USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT #FSA23-TOY1.0; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase a 2022 Toyota Camry Hybrid under the Florida Sheriffs Association Cooperative Purchasing Program Contract #FSA23-TOY1.0 for an amount of \$28,607.00, under the same terms and applicable conditions as that agreement; and

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

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Florida Sheriffs Association Cooperative Purchasing Program, is the most economically advantageous way to procure this vehicle; and

WHEREAS, the City Commission of the City now desires to authorize and approve staff to piggy-back a contract with Florida Sheriffs Association Cooperative Purchasing Program and authorize the City Manager to execute an agreement for the purchase of this vehicle.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of the Florida Sheriffs Association Cooperative Purchasing Program contract and authorize the City Manager to execute an agreement for the purchase of a 2022 Toyota Camry Hybrid vehicle.

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 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



8. -2023-R-15 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplus According to Purchasing Policy Section 13.2; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)

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

RESOLUTION

2023-R-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUS ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUS ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department has identified seven (7) items that are no longer in use to include one (1) barcode evidence scanner, two (2) UAS DJI Mavic Pro drones, two (2) DJI smart controllers, and two (2) Samsung Galaxy Tablets; and

WHEREAS, public auction of surplus vehicles will generate revenue for the City to be placed in the fund of that acquired the fixed asset.

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

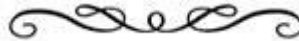
SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the sale of surplus equipment at Manheim Auto Auction or to be scrapped if unable to be sold at auction.

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 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



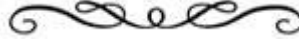
9.

Approving the Purchase of a Speed Measurement and Message Board Combo Trailer as Permitted with Fund from FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49.

(Requested by Susan Lincoln, Finance)

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

Enacted and approved this 14th day of February, 2023, in Holly Hill



8. REGULAR AGENDA

1. -2023-R-16 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Amending Project Carry Over Funds from the Fiscal Year 2021-2022 to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Currie, Danio, Johnson
ABSENT:	Penny

RESOLUTION

2023-R-16

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, AMENDING PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, AMENDING PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2022, which remain incomplete and will carryover from fiscal year 2021-2022 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2022-R-75 approving the Annual Operating Budget for Fiscal Year 2022-2023; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

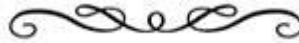
SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2019-2020 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2022 through September 30, 2023. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Enacted and approved this 14th day of February, 2023, in Holly Hill



2.

Request for Lien Reduction - 642 Center Avenue

(Requested by Joseph Forte, City Manager)

*Commissioner Johnson made a motion to **APPROVE** reducing the lien from \$18,000.00 to the amount of \$2,549.33. The City shall not release the \$18,000.00 lien amount until payment has been received in the amount of \$2,549.33. If payment is not received by 5:00 PM on March 17, 2023 the full amount of the lien shall remain in place without an option to reduce the fine in the future, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0 (Commissioner Penny absent)

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

Enacted and approved this 14th day of February, 2023, in Holly Hill



3.

Request for Lien Reduction - 1027 Daytona Avenue

(Requested by Joseph Forte, City Manager)

Commissioner Currie made a motion to ***APPROVE reducing the lien from \$43,750.00 to the amount of \$3,234.47. The City shall not release the \$43,750.00 lien amount until payment has been received in the amount of \$3,234.47. If payment is not received by 5:00 PM on March 17, 2023 the full amount of the lien shall remain in place without an option to reduce the fine in the future,*** seconded by Commissioner Johnson.

Mayor Via opened public participation. No one spoke.

PASSED, 4-0 (Commissioner Penny absent)

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

Enacted and approved this 14th day of February, 2023, in Holly Hill



9. PUBLIC HEARINGS

1. -2023-O-3059 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinance to Provide the City with a Process to Abate Nuisances Listed in Section 26-61 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances; Providing for Notice to the Property Owner; Providing for Collection of Costs Incurred; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Currie, Danio, Johnson
ABSENT:	Penny

**ORDINANCE
2023-O-3059**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 3 (ENFORCEMENT) OF THE HOLLY HILL CODE OF ORDINANCE TO PROVIDE THE CITY WITH A PROCESS TO ABATE NUISANCES LISTED IN SECTION 26-61 (SPECIAL ITEMS DECLARED A NUISANCE) OF THE HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR NOTICE TO THE PROPERTY OWNER; PROVIDING FOR COLLECTION OF COSTS INCURRED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 3 (ENFORCEMENT) OF THE HOLLY HILL CODE OF ORDINANCE TO PROVIDE THE CITY WITH A PROCESS TO ABATE NUISANCES LISTED IN SECTION 26-61 (SPECIAL ITEMS DECLARED A NUISANCE) OF THE HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR NOTICE TO THE PROPERTY OWNER; PROVIDING FOR COLLECTION OF COSTS INCURRED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26-21 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances declares certain conditions and activities to be nuisances; and

WHEREAS, Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances provides a process for the city to abate certain nuisances but not all nuisances identified in Section 26-61 of the Holly Hill Code of Ordinances; and

WHEREAS, the City Commission believes that expanding the process under Section 3 (Enforcement) to include all the conditions and activities listed in Section 26-61 (Special Items Declared a Nuisance) will be a useful tool for the City in remedying properties

with nuisance conditions.

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

SECTION 1.

Sec. 3-1. General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this ~~Chapter~~ and Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement).

(b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to Chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall pursue code enforcement pursuant to Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement), unless an emergency condition justifies other lawful response. The city official can request the special magistrate authorize the City to enter the property for purposes of yard maintenance such as mowing, trimming, debris removal, etc. All other nuisance conditions shall be abated as set forth below. ~~shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has~~

~~the right to a hearing regarding the violation as long as a request is submitted in writing to the city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.~~

(2) If the property owner fails to correct the violation(s) pursuant to the Order issued pursuant to Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement) and the nuisance condition still exists, the city official may pursue abatement pursuant to Section 3-2 below.

~~If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.~~

————— (3) ——— ~~After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be lienied for the services rendered, plus all costs incurred in lienied the property.~~

————— (4) ——— ~~Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law~~

~~and the city shall not be responsible for such property nor the ultimate disposition of such property.~~

~~(5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.~~

(63) The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

Sec. 3-2. Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by removing or correcting the condition(s) constituting a nuisance, such as demolishing the structure or other property constituting such nuisance, removing junk, garbage and debris, and any other condition constituting a nuisance under Section 26-61 pursuant to the following procedure:

(a) The city official shall provide a written notice to the property owner and tenant setting forth the following:

(1) The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;

(2) The corrective action to be taken;

(3) A reasonable time for the corrective action to be performed; and

(4) That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property and correcting any other conditions constituting a nuisance.

(b) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).

(c) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure or the removal of any conditions that constitutes a nuisance under Section 26-61. If the city commission determines a nuisance exists, the city commission shall determine a reasonable time for the property owner to eliminate the nuisance(s) and if not eliminated without the allowed time, authorize the city to enter the subject property and abate the nuisance(s). The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(d) Once property is towed at the direction of the city, the property shall become the

responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

Sec. 3-3. Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

(a) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(b) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(c) By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(d) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(e) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such notice.

Sec. 3-4. Lien for Cost and Collection.

All costs incurred by the city in abating the nuisance (including cost of remedying the code violation(s) or public nuisance(s), all administrative, legal, posts and publication expenses, as well as other direct or indirect costs associated therewith) may be recorded as a lien on the subject property and to the extent permitted, may be collected as an assessment pursuant to Chapter 30 (Finance), Article IV (Special Assessment). In addition to the above, the city may collect the costs incurred by any other legal means.

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

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

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 14th day of FEBRUARY, 2023 for second and final reading.

Enacted and approved this 14th day of February, 2023, in Holly Hill



10. COMMUNICATIONS

A. City Manager Comments

a.

Seek Direction on a Citizen Committee

(Requested by Joseph Forte, City Manager)

Mr. Forte informed the Mayor and City Commissioners that the State of the County invitations came out today, he got them through V-Card, and he took the liberty of registering all of the Commissioners and the Mayor for Tuesday, February 28th for the lunch. If you can't go that's okay; he didn't want to lose the opportunity to at least get everybody registered. You will probably have something in your emails about it. Mr. Forte mentioned that staff went out to bid for this year's street paving and there were six (6) roads that the city was going to pave. We had \$640,000 roughly in the budget for paving but the bids came back at over \$800,000. Mr. Forte stated that he's asked Antoine to get back with Mead and Hunt to see if they can come up with an alternative. We could either pave some of the roads that they have on the list this year or we can wait until we get the next round of funding and do them all the next time. He is of the opinion that we should keep the momentum and go ahead and do what paving they can this year and then next year as the funds come in...remember, one year we do the engineering on it and then the next year we do the paving. He would rather we not skip a year if we don't have to. He can tell them what streets they are but we're going to get a recommendation from Mead and Hunt to which ones are the bigger priority even though we may think it's one way, they may think it's another. The streets are 12th Street between Ridgewood to Riverside; 15th Street from Linda Avenue to Hammock Drive; 3rd Street from Riverside to Ridgewood; Avondale from 7th Street to 10th Street; Cordova between Flomich and Grand Street; and Cherokee Ranch from 10th to the north dead end. As soon as he gets a recommendation from Mead and Hunt we will probably have something for you at the next Commission meeting but he wanted to at least make you aware of that. Our expected costs are significantly higher than what we were anticipating.

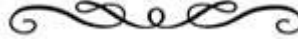
Mayor Via stated he wants to move forward this year because of how long it takes from us saying yes to actually getting the pavement down and the longer we wait the more opportunity we give the road to degrade even further.

Commissioner Currie agrees with Mayor Via in continuing to moving forward. The costs are only going to go up. We may as well keep going with what we have.

Mr. Forte mentioned the item for discussion "Seek direction on a Citizen Committee" with the Mayor and City Commissioners. He has spoken to Jim Legary and he has brought up a couple of times this idea of a Citizens Committee. He told him he will bring it to the Commission and if the Commission is in support of doing "something" they should bring it to a work session first because even Mr. Legary doesn't quite know what the make-up of this committee would be or what the responsibilities would be. Mr. Forte stated he wanted to put it out there to see if the Commission wants him to schedule a work session and invite Mr. Legary to that work session for his thoughts and see where it plays out from there.

The Mayor and Commissioners liked the idea of a Citizen Committee but not an advisory board; not an organized board. They like the idea of the community coming together with their ideas. They agree that Mr. Legary should come and talk about what it is he is looking to do; what are his ideas. There are other people in the community that the Mayor and Commissioners know that could share some ideas as well. It's too much of a burden to put on staff for something that they don't officially

need. Mayor Via mentioned that instead of calling for a workshop, he will talk to a few of the people that he has in mind that are active in the community and could have some good ideas and see if they have ideas for a board and then they can bring it back to the Commission. The Mayor and Commissioners agree to provide the facility, i.e., City Hall for a meeting space. They agreed that there needs to be at least a focus or a goal so that they would know what this board should be doing.



B. City Attorney Comments
None.

C. City Commission Comments

Commissioner Currie mentioned that the APP Event at Pictona was awesome. The crowds, the vibe was awesome, everyone was complimenting the city and the event. Economic impact over the next several years are going to be significant. Our Holly Hill businesses are feeling it. Commissioner Currie shared her concerns about ESPN sponsoring the event as “Daytona Beach”, they were great, the live streaming was great but her only problem was that the ESPN commentator was referring to the event as “Daytona”. Nothing against Daytona but Daytona didn’t want it and Daytona didn’t put a penny into it. She doesn’t think that they should be getting the credit. She doesn’t think it’s the fault of the Martens or Pictona. She thinks it’s a bigger with the network. She thinks if staff and the Commission could sit down and talk to the Martens, possibly, we could figure out, between us and them, some ways to better promote it’s Holly Hill. She knows that the Martens love Holly Hill and she knows that they want that. They have a love for Holly Hill. They want to make Holly Hill bigger with the name. Other than that, it was an awesome event. Commissioner Currie brought up the parking and mentioned that it’s a problem. A lot of people got usage of the back part of Public Works (where the sandbags are usually distributed). That’s a perfect area to utilize for parking. They wouldn’t have any more parking woes for those big tournaments. There was a lot of people that utilized that area on Saturday and Sunday. She would like for the Commission to possibly workshop that and maybe putting a little bit of money in that, maybe see what it would cost to maybe put down some shell-rock and level that out some and make it a little nicer. If people are coming to our community for this, they’re seeing this beautiful complex, she doesn’t want them seeing the back part of Public Works the way it is. Maybe a few things could be moved and maybe just level some of that area out. It’s close enough for them to walk over to Pictona. How do they feel about possibly making that an official overflow parking lot? Mr. Forte could possibly find out some options for us and get back to us about it.

There was agreement from the Mayor and Commissioners to have Mr. Forte look into it for them and get back to them with some options.

Commissioner Johnson mentioned Pictona’s event; Pickleball; keep promoting our city events; would still be a good idea to have “Holly Hill” wording on the water tower coming from I95 into Holly Hill; TPO meeting and the widening of LPGA needs to happen due to the traffic; everywhere you go parking is a problem.

(A copy of this meeting in its entirety is available on CD upon request to the City Clerk)

or by listening online on the city's YouTube channel)

D. Mayor's Comments

Mayor Via stated Mr. Forte, in this last budget, did we budget for the replacement of the drones in this budget?

Mr. Forte stated we're going to be surplus the drones and selling them and the monies that we get from them we will put towards the purchase of another drone and any monies that are needed will probably come out of the second dollar fund.

Mayor Via asked if that will be purchased this year?

Mr. Forte stated, hopefully.

Mayor Via mentioned with the shortage of trucks and they ended up having a savings by purchasing a year old vehicle, his thoughts are and maybe this comes up during budget time, is there a way that we can specifically...I know that we want to purchase new so we don't have problems with warranties and that stuff, is there a cost savings if we purchase a one or two year old vehicles?

Mr. Forte stated you don't want to purchase used, we try to purchase new. They come from the dealership but it's a left over from 2022 and it still has all of the same warranties that a new vehicle comes with. The problem is they're just not being manufactured fast enough and everybody is buying Ford F-150/250 vehicles. The State contract has the Ford's.

Mayor Via thanked staff for ensuring the city's policy for surplus and things are followed through to the letter of the law and we'll continue that. He appreciates that. Informed everyone about the McDonald's Road Rally event this Friday, February 17, 2023 from 2:00 PM - 6:00 PM at the city's McDonald's. Pictona event was great and is looking forward to working with the board to promote Holly Hill.

11. ADJOURNMENT

The meeting adjourned at approximately 7:00 PM.



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

**City Commission
Resolution**

5.1

MEETING DATE: February 28, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting Stratum Contracting and Construction Management as the Low Bidder for the Interior Build-Out of the Public Works Building and Approving a Contract in the Amount of \$78,601, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-17
APPLICANT:
PLANNER:

DISCUSSION:

On February 3, 2023, the City of Holly Hill held a bid opening for the Interior Build-Out of a pre-fabricated 2,400 ft² building that will be replacing the small equipment shop and waste water bay in the Public Works yard. The scope of this work is to include the installation of a new interior fire wall, modification and reinstallation of existing work counters, installation of a steel hoist beam the full length of the building, a new compressed air piping system, and new power and lighting for interiors. The invitation to bid for this project is included under Exhibit "A".

A total of five (5) bids were received and are included under Exhibits "B-F":

- Jim's Complete Construction, LLC - \$94,643.00
- Saboungi Construction, Inc. - \$105,750.00
- Stratum Contracting and Construction Management - \$78,601.00
- The Watuaga Company - \$93,435.00
- White Hat Construction - \$150,025.00

The City's continuing services architect, Hall and Ogle, has reviewed the bids received and vetted the apparent low bidder, Stratum Contracting and Construction Management. A copy of a recommendation of award is attached under Exhibit "G".

FISCAL ANALYSIS:

There is \$210,000 budgeted in General Ledger account 301-8110-580-6200 for the replacement Public Works Building under Project 20-BG-08. To date, \$84,233 of this total has been encumbered for the purchase and installation of the building, architectural design,

and building permit fees. The remaining balance is \$125,767 for the interior build-out.

STAFF RECOMMENDATION:

Award the contract of the interior build-out of the Public Works Building to Stratum Contracting and Construction Management in the amount of \$78,601, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

AWARD THE CONTRACT OF THE INTERIOR BUILD-OUT OF THE PUBLIC WORKS BUILDING TO STRATUM CONTRACTING AND CONSTRUCTION MANAGEMENT IN THE AMOUNT OF \$78,601.00, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Invitation to Bid 20-BG-08 (PDF)
- Exhibit B - Jim's Complete Construction (PDF)
- Exhibit C - Saboungi Construction (PDF)
- Exhibit D - Stratum Contracting and Construction Management (PDF)
- Exhibit E - The Watauga Company (PDF)
- Exhibit F - White Hat Construction (PDF)
- Exhibit G - Bid Recommendation (PDF)

Resolution No. 2023-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING STRATUM CONTRACTING AND CONSTRUCTION MANAGEMENT AS THE LOW BIDDER FOR THE INTERIOR BUILD-OUT OF THE PUBLIC WORKS BUILDING AND APPROVING A CONTRACT IN THE AMOUNT OF \$78,601, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING STRATUM CONTRACTING AND CONSTRUCTION MANAGEMENT AS THE LOW BIDDER FOR THE INTERIOR BUILD-OUT OF THE PUBLIC WORKS BUILDING AND APPROVING A CONTRACT IN THE AMOUNT OF \$78,601, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has budgeted \$210,000 for the replacement of a metal building in the Public Works yard; and

WHEREAS, there is \$125,767 remaining in the budget for the interior build-out of this building; and

WHEREAS, five bids have been received and reviewed Public Works staff and the apparent low bidder has been vetted by the City's Architectural Consultant, Hall and Ogle, Architects; and

WHEREAS, the City's Architectural Consultant and Public Works staff agree to recommend the award of this contract to Stratum Contracting and Construction Management in the amount of \$78,601.

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

SECTION 1. That the City Commission of the City of Holly Hill selects Stratum Contracting and Construction Management as the low bidder for the interior build-out of the Public Works building and approves a contract in the amount of \$78,601.00, and authorize the City Manager to execute the same.

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 28th day of FEBRUARY, 2023.

Invitation to Bid

NUMBER

20-BG-08



Public Works Building Interior Build-Out

Susan Lincoln, Finance Director

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

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CITY OF HOLLY HILL**

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID NO. 20-BG-08

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SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
PUBLIC WORKS BUILDING INTERIOR BUILD-OUT
BID# 20-BG-08

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, Feb 3rd 2023** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project **at City of Holly Hill Commission Chamber at 10:00 am on January 10, 2023**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

The City of Holly Hill is requesting bids for the interior build-out of a new 2,400ft² pre-engineered metal building on an existing slab, to include a new interior fire wall, modification and reinstallation of existing work counters, installation of a steel hoist beam the full length of the building, new compressed air piping system, and new power/lighting for interiors.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to the City's architectural consultant, Hall & Ogle Architects, Inc. at scerqueira@hoarchitects.com. Questions to be submitted no later than **5:00 p.m. on January 25th, 2023**.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered. No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside:

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

**CITY OF HOLLY HILL
VOLUSIA COUNTY,
FLORIDA s/ Joseph A. Forte
City Manager**

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL**1.01 PROJECT DESCRIPTION**

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT**BID NO. 20-BG-08**

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared by Hall & Ogle Architects, Inc. entitled:

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT PLANS

- B. The location of the project is 453 LPGA Boulevard, Holly Hill, Florida 32117.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete set of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ARCHITECT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

00 10 00 - 1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

- a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
- b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
- c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto.

The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

A Bid Bond will not be required for this project.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals.

No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Architect a written request for an interpretation thereof to scerqueira@hoarchitects.com. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

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

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

1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

The Scope of Work for this project will include:

- Interior build-out of a new 2,400ft² pre-engineered metal building on an existing slab
- Build new interior (1 Hr.) fire rated wall between the repair shop and storage area
- Modify/reinstall existing work counters
- Steel hoist beam system the full length of the building
- New compressed air piping system with (5) stations with quick connects
- New power/lighting for interiors
- Existing building/slab minimal work as required

Specifications for this work can be found in the Public Works Building Interior Build-Out plans.

Index to Plans:

- CS Cover Sheet – Sheet Index – Notes
- A1.0 Partial Site Plan – General Notes
- A2.0 Floor Plan – Building Sections
- A2.1 Interior Elevation (New Wall) – Wall Section (New Wall) – VL Fire Rated Spec (New Wall) – Exterior Elevation (Schematic)
- P1.0 Plumbing Plan (New Piping Compressor System) - Misc. Notes – Details
- P1.1 Compressed Air Floor Plan – Misc. Notes
- E1.0 Power Plan – Electric Riser – Electric Schedule
- E2.0 Lighting Plan – Electric Notes – Electric Legend – Lighting Fixture Schedule

A permit from the City of Holly Hill is required for this project, but all costs of the City permit will be paid by the Public Works Department.

1.15 SUBMITTING PROPOSAL

One (1) original and (1) electronic copy on USB flash drive of the Proposal, all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in duplicate , or in as many copies as the Owner may require.

1.17 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.18 SURETY BONDS

Surety bonds will not be required for this project.

1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

- A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/ her Contract cause damage to any person, any property, or work of another

Owner or other party to the damage, arrange for an amicable settlement thereon.

It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

- D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

00 10 00 - 7

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal.

No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the City of Holly Hill purchasing policy section 14.2 and section 10.4.1 of the City of Holly Hill Personnel Rules and Regulations. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

1.26 IMMIGRATION REFORM AND CONTROL ACT

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended.

Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

1.27 LOCAL VENDOR PREFERENCE

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

END OF SECTION

00 10 00 - 9

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
PUBLIC WORKS BUILDING INTERIOR BUILD-OUT
BID NO. 20-BG-08**

(To be completed in Duplicate)

Bidder's Name: _____

Submitted: _____, 20

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

To Whom it May Concern:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned offers to furnish all materials, equipment and labor for construction of,

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

(In Words)

Dollars \$_____ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **60 days**.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

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

REQUIRED DISCLOSURE

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

ACKNOWLEDGMENT OF ADDENDA

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

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

Attached hereto is a cashier's check on the _____ Bank of
 _____ or Bid Bond for the sum of
 _____ Dollars (_____),
 made payable to _____ (Owner).

 (Name of Bidder) (Affix Seal)

 (Signature of Officer)

 (Title of Officer)

 Name of Bidder

 Address

 City/State/Zip

 Telephone

 Contractor's Florida License Number

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

END OF SECTION

00 30 00 - 4

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL**

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID# 20-BG-08

BID SCHEDULE

Public Works Building Interior Build-Out

RESPONDENT

Bid Total: _____ **(In Figures)**

Unit Pricing

NO	DESCRIPTION	UNIT	UNIT PRICE
1	Gypsum Wall Board	Sheet	
2	Plywood Sheeting	Sheet	
3	Light Fixture A	EA	
4	Light Fixture B	EA	

Unit pricing is not intended to equal total bid cost, but rather to have unit pricing in place in the event that additive or deductive change orders are required.

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

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

Licensee: _____ License No: _____

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder.
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment _____.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$ _____

- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this _____ day of _____, 20____.

Name of Bidder

By: _____

Title

State of _____

County of _____

_____ being duly sworn deposes and says

that he is the _____ of _____ and that

the answers to the _____ foregoing questions

Name of Organization

and all statements therein contained are true and correct.

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

Notary Public

Notary Public (Print or Type) My commission expires: _____

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

00 33 00 - 1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

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

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

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

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

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

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

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
 _____ day of _____, 20__.

 Notary Public

My Commission Expires:

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: _____

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

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

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

NO BID (REASON) _____

END OF SECTION

00 48 00-1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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

 VENDOR'S SIGNATURE

END OF SECTION

00 48 50 – 1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-BG-08

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

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

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

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

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

END OF SECTION

00 48 60 - 1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 70

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____ organized and existing under the laws of the State of _____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, materials, equipment for:

Public Works Building Interior Build-Out

herein called for, in strict accordance with the Drawings and Specifications prepared by Hall & Ogle Architects, Inc., which Contract include, but is not limited to, the following Contract Documents:

- | | |
|-------------------|---------------------|
| a. Invitation | e. Insurance |
| b. Instructions | f. Specifications |
| c. Proposal | g. Addenda (if any) |
| d. This Agreement | h. Drawings |

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **60 days**.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$500 (FIVE HUNDRED DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated

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

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 50% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (5%) of the amount of each estimate.
 2. .
2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation. ARTICLE V.
- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

Valerie Manning

Title City Clerk

By _____
Joseph A. Forte

Title City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has
issued to _____, of the City of _____, State of
_____ ,

the following policy or policies; Public Liability Policy No. _____
effective on,

_____, 20____,
limits _____,

Property Damage Policy No. _____ effective on _____, 20____,
and expiring

on _____, 20____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and -

_____, in writing thirty (30) days prior to
cancellation of
the policy.

(This certificate must be made by a duly authorized official of the Insurance Company
carrying the risk, or a separate certificate of similar context executed on Insurance
Company's Standard Form may be attached hereto.)

END OF SECTION

00 65 00

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____being duly sworn according to law, deposes and
says (it,

he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida,
with its supplements and amendments and has insured (its, his, their) liability there
under in accordance with the terms of said Laws with the
_____ Company, under the terms of Policy No. _____ for a period from
____, 20__ to _____, 20__.

WITNESS:

CONTRACTOR:

By_____

Title_____

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public

Notary Public (Print or Type)

My Commission Expires: _____

END OF SECTION

SECTION 00 66 50
CERTIFICATE OF INSURANCE FOR
WORKMEN'S COMPENSATION

This is to certify that _____, Company has issued
to _____, of the City of _____, State of
_____,

the following policy or policies: Workmen's Compensation and Employer's Liability
Policy No.

_____ effective on _____, 20 ____.

Reference Policy No. _____ effective on _____,
20 ____ and expiring on _____, 20 ____ re
limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the
insured and the _____ in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company
carrying the risk, or a separate certificate of similar context executed on Insurance
Company's Standard Form may be attached hereto.)

END OF SECTION

SECTION 00 66 50 - 01

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 67 00

CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20____, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____ for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Hall & Ogle Architects, Inc., located at 208 Magnolia Avenue, Daytona Beach, Florida 32114.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ____ day of _____, 20____.

By _____
 Contractor

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

 Notary Public

My Commission Expires: _____

END OF SECTION 00 67 00 - 01

SECTION 00 08 00A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE

I. INSURANCE

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

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

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

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- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. WORKERS' COMPENSATION - STATUTORY - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

- B. COMMERCIAL GENERAL LIABILITY - with minimum limits of:

\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

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

III. PROPERTY INSURANCE

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

- A. BUILDER'S RISK - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

00 08 00A - 02

- (1) Maximum Deductible - \$5,000 each claim
 - (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

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

00 08 00A - 03

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

V. CITY INDEMNIFICATION

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

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

VI. ARCHITECT INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ARCHITECT and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this

agreement and/or performance thereof, unless such claims are a result of the ARCHITECT'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ARCHITECT. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

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

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

Revised September 2005

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

Items marked "X" must be provided

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

Bidder - Authorized Signature A complete copy of this form with original signature must accompany bid.

00 08 00A - 06

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **PUBLIC WORKS BUILDING INTERIOR BUILD-OUT**

OWNER: _____
ENGINEER: _____ PROJECT NO. _____
CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____
RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

☐
☐
☐
☐
☐

CONTRACTOR
FIELD (INSPECTOR)
OWNER
ARCHITECT
OTHER: _____

END SECTION

00 84 00 - 1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 84 10
NOTICE OF AWARD FORM

Date: _____

Contractor: _____

Project:

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____

Dollars (\$_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ◆ Agreement Between Owner and Contractor
- ◆ Payment and Performance Bond
- ◆ Public Construction Bond
- ◆ Insurance Requirements
- ◆ Affidavit Regarding Workman's Compensation
- ◆ Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20____.

1. You must deliver to the OWNER two (2) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement two (2) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement two (2) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one (1) fully signed counterpart of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

(Title)

Date: _____

END OF SECTION

SECTION 00 84 20
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20____, and _____, 20____, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers _____ through _____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION
00 84 20-1

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion: _____
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. ____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion: _____
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. _____. _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion: _____

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT: .

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Hall & Ogle Architects, Inc.
(Engineer)

By: _____
Name Typed (Date)

(Authorized Signature)

ACCEPTED BY:

(Contractor)

Name Typed (Date)

(Authorized Signature)

APPROVED BY:

Owner

By: _____
Name Typed (Date)

(Authorized Signature)

END OF SECTION

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$ 0.00	\$ 0.00
Approved this month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net Change by Change Orders			\$ 0.00

1.	ORIGINAL CONTRACT SUM \$	0.00
2.	Net Change by Change Order \$	0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2) \$	0.00
4.	TOTAL COMPLETED AND STORED TO DATE \$	
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
a.	% of Completed Work \$	
b.	% of Stored Material \$	
	Total Retainage (Line 5a and 5b)	\$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION \$	0.00
9.	BALANCE TO FINISH, PLUS RETAINAGE \$ (Line 3 less Line 6)	0.00

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Hall & Ogle Architects, Inc.

By: _____
(Authorized Signature)

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

Date: _____

Owner's Approval

By: _____

(Title)

Acct No.

Date: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 01 35 01

ATTACHMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The following attachments are hereby made part of the project specifications as fully and completely as if the same were fully set forth herein:
1. Public Works Building Interior Build-Out Plans – prepared by Hall & Ogle Architects, Inc.

SECTION 01 42 00

REFERENCES

PART 1 – GENERAL

1.01 GENERAL

- A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.
- B. Assignment of Specialists. In certain instances, specification test requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as “expert” for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.
- B. References herein to “Building Code” shall mean the latest edition of the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ARCHITECT for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.
- D. Applicable Standard Specifications. The ARCHITECT shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01 42 00 – 02

SECTION 01 78 36

WARRANTIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to ARCHITECT for review and transmittal to OWNER.

1.02 SUBMITTAL REQUIREMENTS

- A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: One (1) each
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 1. Product of work item.
 2. Firm, with name of principal, address, and telephone number.
 3. Scope.
 4. Date of beginning of warranty, bond, or service and maintenance contract.
 5. Duration of warranty, bond, or service maintenance contract.

6. Provide information for OWNER's personnel:

- a. Proper procedure in case of failure.
- b. Instances which might affect the validity of warranty or bond.

7. CONTRACTOR, name of responsible principal, address, and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: Eight and one-half inches by 11 inches (8-1/2" x 11"), punch sheets for standard three-post binder.

- a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

- a. Title of Project.
- b. Name of CONTRACTOR.

C. Binders: Commercial quality, three (3)-post binder, with durable and cleanable plastic covers and maximum post width of two inches (2").

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with CONTRACTOR's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by OWNER.

B. CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a one (1) hp motor or which lists for more than \$1,000. ENGINEER reserves the right to request warranties for equipment not classified as major. CONTRACTOR shall still warrant equipment not considered to be "major" in the CONTRACTOR's one (1) year warranty period even though certificates of warranty may not be required.

- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the time of OWNER acceptance, the CONTRACTOR shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the CONTRACTOR of the one (1) year warranty starting at the time of OWNER acceptance of the equipment.
- D. OWNER shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

HOLLY HILL PUBLIC WORKS FACILITY

METAL BUILDING INTERIOR BUILD OUT 453 LPGA BLVD. HOLLY HILL, FL

CONSTRUCTION DOCUMENTS

16-DECEMBER-2022

SCHEDULE OF DRAWINGS

- ARCHITECTURAL and STRUCTURAL
- CS Cover Sheet - Location Maps
- A1.0 Site Plan-General & Structural Notes
- A2.0 Floor Plan (2) Building Sections
- A2.1 Interior Elevation Wall Section
- PLUMBING
- P0.1 Plumb/ Piping Notes & Symbols
- P1.1 Compress Air Floor Plan & Notes
- ELECTRICAL
- E1.0 Electrical Power Plan Risers & Sched.
- E2.0 Electrical Lighting Plan Risers & Sched.



LOCATION MAP



CONSTRUCTION DATA

OCCUPANCY TYPE: BUSINESS GROUP S-1 (MODERATE-HAZARD STORAGE)
CONSTRUCTION TYPE: TYPE III NON-SPRINKLERED NON-RATED
EXISTING BUILDING SIZE: 2,400 SF TOTAL



SITE AERIAL



CODE STANDARDS WITH LATEST AMENDMENTS

CONSTRUCTION TO CONFORM AS APPLICABLE TO THE FOLLOWING CODES
PERTINENT SECTIONS OF FLORIDA BUILDING CODE
SEVENTH EDITION (FBC 2020) EXISTING BUILDINGS
NATIONAL ELECTRIC CODE (NEC 2017)

PROJECT ARCHITECTS STATEMENT OF COMPLIANCE

TO THE BEST OF MY KNOWLEDGE, THESE PROJECT DOCUMENTS (DRAWINGS/ SPECIFICATIONS) ARE COMPLETE AND COMPLY WITH FLORIDA BUILDING CODE (APPLICABLE EDITIONS).
THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL DO THEIR WORK IN CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE TO FACE OF STUD FOR ALL NEW WORK AND FACE OF GMB AT ALL EXISTING WALLS (VERIFY).
- AREA OF WORK FOR THIS PROJECT = WORK AREA: APPROX. 2400 SF, AREA INTERIOR BUILD OUT OF THE EXISTING PRE- ENGINEERED METAL BUILDING

FBC EXISTING BUILDINGS 2020 EDITION

- THIS PROJECT WILL BE REPAIRED/ ALTERED UTILIZING THE WORK AREA COMPLIANCE METHOD AND ALL WORK WILL COMPLY WITH APPLICABLE SECTIONS OF CHAPTER 4-12.
- ALL CONSTRUCTION ACTIVITIES CALLED FOR IN THESE DOCUMENTS SHALL COMPLY WITH REQUIRED SAFEGUARDS DURING CONSTRUCTION INCLUDING RELATED DEMOLITION AS CALLED FOR IN CHAPTER 14.

DEFINITIONS:

- REPAIR:** THE PATCHING, RESTORATION AND/OR MINOR REPLACEMENT OF MATERIALS, ELEMENTS, COMPONENTS, EQUIPMENT AND/OR FIXTURES FOR THE PURPOSES OF MAINTAINING SUCH MATERIALS, ELEMENTS, COMPONENTS, EQUIPMENT AND/ OR FIXTURES IN GOOD OR SOUND CONDITION.
- SUBSTANTIAL STRUCTURAL DAMAGE:** IN ANY STORY, THE ELEMENTS OF THE LATERAL FORCE-RESISTING SYSTEM HAVE SUFFERED DAMAGE SUCH THAT THE LATERAL LOAD CARRYING CAPACITY OF THE STRUCTURE IN ANY HORIZONTAL DIRECTION HAS BEEN REDUCED BY MORE THAN 20% FROM ITS PRE-DAMAGED CONDITION.
- WORK AREA:** THAT PORTION OR PORTIONS OF A BUILDING CONSISTING OF ALL RECONFIGURED ELEMENTS, SYSTEMS OR SPACES AS INDICATED ON THE CONSTRUCTION DOCUMENTS. WORK AREA EXCLUDES OTHER PORTIONS OF THE BUILDING WHERE INCIDENTAL WORK ENTAILED BY THE INTENDED WORK MUST BE PERFORMED AND PORTIONS OF THE BUILDING WHERE WORK NOT INITIALLY INTENDED BY THE OWNER IS SPECIFICALLY REQ'D. BY CODE.

CLASSIFICATION OF THIS PROJECT:

- ALTERATION LEVEL 2:** LEVEL 2 ALTERATIONS INCLUDE THE RECONFIGURATION OF SPACE, THE ADDITION OR ELIMINATION OF ANY DOOR OR WINDOW, THE RECONFIGURATION OR EXTENSION OF ANY SYSTEM, OR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT. LEVEL 2 ALTERATIONS SHALL COMPLY WITH THE PROVISIONS OF CHAPTS. 6.4.7.

NO.	REVISION/ SUBMISSIONS	DATE

SEAL	COMMISSION NO. 2221	PROJECT ARCH: JEH	DRAWN: SC/JEH	CHECKED: JEH	DATE: 16-DEC-2022	SHEET NO.
JOHN E. HALL AR 0010727						

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SHEET

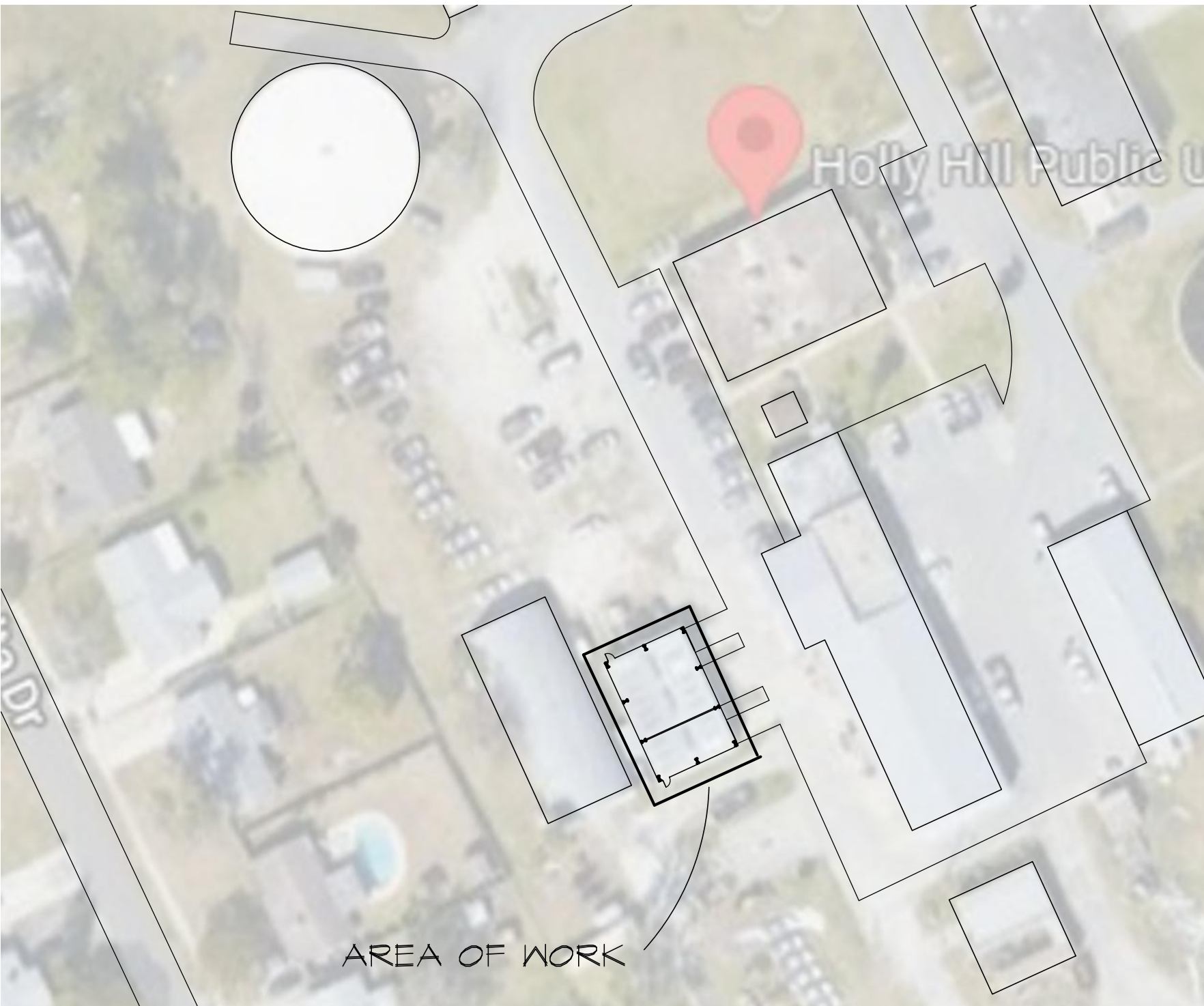
HOLLY HILL PUBLIC WORKS FACILITY
METAL BUILDING INTERIOR BUILD OUT
453 LPGA BLVD.
HOLLY HILL, FLORIDA

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AA-C00625

GENERAL REQUIREMENTS

1. ALL WORK SHALL BE ACCOMPLISHED IN COMPLIANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA), STATE AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION. THE REQUIRED BUILDING PERMITS SHALL BE OBTAINED THROUGH THE CITY OF DAYTONA BEACH SHORES DEPARTMENT PRIOR TO THE START OF CONSTRUCTION. THESE PERMITS, AS WELL AS ALL ENVIRONMENTAL PERMITS SHALL BE POSTED AT THE JOBSITE.
2. NO ASBESTOS CONTAINING BUILDING MATERIALS MAY BE USED DURING THE CONSTRUCTION OF NEW BUILDINGS/ STRUCTURES AND/OR THE RENOVATION/ REMODELING OF ANY EXISTING BUILDINGS OR STRUCTURES. FURTHERMORE, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN "ASBESTOS EXCLUSION STATEMENT" AS PRESCRIBED BY THE AHERA RULE (40 CFR 763). THE "ASBESTOS EXCLUSION STATEMENT" SHALL BE VERIFICATION TO THE OWNER THAT NO ASBESTOS BUILDING MATERIALS WERE USED IN THE PROJECT.
- HAZARDOUS MATERIALS ABATEMENT, THE OWNER OR THEIR APPOINTED CONTRACTOR WILL REMOVE ALL HAZARDOUS MATERIALS INCLUDING ACM.
- ALL SUBCONTRACTORS FOR DEMOLITION AND REMEDIATION SHALL BE LICENSED TO OPERATE IN VOLUSIA COUNTY, FLORIDA.
3. ACCESS TO AND FROM THE SITE MUST BE COORDINATED WITH THE PROJECT SCHEDULE OF OPERATIONS.
4. THE CONTRACTOR SHALL COORDINATE THE USE OF ANY EXISTING BUILDINGS, UTILITIES AND AVAILABLE AREAS FOR THE CONTRACTOR'S USE INCLUDING STAGING AREAS WITH THE OWNER'S REPRESENTATIVE.
5. SAFETY BARRIER REQUIREMENTS TO KEEP INTERACTIONS BETWEEN THE PUBLIC AND STAFF AND CONSTRUCTION WORKERS TO A MINIMUM. ANY BARRIERS DIRECTLY ADJACENT TO EMPLOYEE OCCUPIED AREAS OR PATHS OF CIRCULATION MUST BE SOLID TO A MINIMUM HEIGHT OF 6'. NO BARRIER SHALL IMPEDE THE MEANS OF EGRESS.
6. FINISH MATERIALS TO BE DURABLE AND ABLE TO COPE WITH CENTRAL FLORIDA COASTAL WEATHER CONDITIONS. FINISHES SHALL ALLOW FOR CLEANING OF GRAFFITI OR STAINS WITH RELATIVE EASE BY THE BUILDING'S CUSTODIAL STAFF.
7. CONTRACTOR SHALL PROVIDE ALL REQUIRED EQUIPMENT TO BE UTILIZED BY CONSTRUCTION PERSONNEL.
8. CONTRACTOR IS TO COORDINATE WITH OWNER WHEN SHUT-DOWN OF FIRE ALARM, HVAC AND RETURN AIR SYSTEMS IN PROJECT WORK AREAS IS REQUIRED.
9. THE PROJECT SHALL HAVE FULL TIME, CONSTRUCTION REPRESENTATION DURING ALL HOURS OF OPERATION. THIS REPRESENTATION CAN BE IN THE FORM OF A PROJECT MANAGER OR SUPERINTENDENT.
10. A SECURITY PROGRAM SHALL BE DEVELOPED FOR REVIEW AND ACCEPTANCE BY THE OWNER. THIS SECURITY PROGRAM SHALL SPECIFICALLY ADDRESS PREVENTING DAMAGE, INJURY, OR THEFT OF PROPERTY AT THE SITE.
11. BUILDING PRODUCTS SHALL NOT CONTAIN ASBESTOS, LEAD, FORMALDEHYDE, MERCURY, VOLATILE ORGANIC COMPOUNDS (VOCs) OR ANY OTHER HARMFUL PRODUCTS. ONLY NON TOXIC ADHESIVES ARE TO BE USED AT INTERIOR AREAS.

12. ALTERNATES MAY BE USED AS REQUIRED BY THE SCOPE OF WORK. THESE WILL BE DETERMINED BY THE ARCHITECT AND USED UNDER THE DIRECTION OF THE OWNER.
13. PROGRESS PAYMENTS TO BE SUBMITTED MONTHLY.
14. A SCHEDULE OF VALUES SHALL BE SUBMITTED AND APPROVED PRIOR TO THE INITIAL PAY REQUEST. THE SCHEDULE OF VALUES SHALL BE SUBMITTED ON AIA FORM A207.
15. "AS-BUILT DOCUMENTS" WILL BE REVIEWED MONTHLY AS A CONDITION TO THE PAY APPLICATION.
16. AN INITIAL COPY OF THE PAY APPLICATION SHALL BE SUBMITTED AS A "PENCIL COPY" FOR REVIEW ON OR BEFORE THE DATE SCHEDULED FOR THE FIELD OBSERVATION.
17. CONTRACTOR IS TO HOLD COORDINATION MEETINGS, INVITING BOTH THE OWNER REPRESENTATIVE AND ARCHITECT/ENGINEER, IF REQUIRED ELSEWHERE IN THESE CONSTRUCTION DOCUMENTS.
18. ALL PROJECT COORDINATION MEETINGS WILL HAVE AN AGENDA PREPARED BY AND MEETING MINUTES TAKEN BY THE CONTRACTOR.
19. FLORIDA PRODUCT APPROVAL NUMBERS SHALL BE SUBMITTED BY THE CONTRACTOR FOR BUILDING COMPONENTS SUCH AS EXTERIOR DOORS, WINDOWS, PANELS, ROOFING PRODUCTS, SHUTTERS, SKYLIGHTS, LOUVERS, STRUCTURAL COMPONENTS, PRODUCTS COMPRISING THE BUILDING ENVELOPE, AND OTHER PRODUCTS AS APPLICABLE.
20. THE OWNER SHALL BE RESPONSIBLE FOR CONTRACTING WITH MATERIALS TESTING AS PART OF QUALITY ASSURANCE. AND THE CONTRACTOR SHALL COORDINATE W/ FIELD REQMTS.
21. ALL SUBSTITUTION REQUESTS FROM THE CONTRACTOR SHALL BE REVIEWED BY THE ARCHITECT/ENGINEER AND ACCEPTED BY THE OWNER BASED ON THE A/E RECOMMENDATION PRIOR TO INCORPORATION INTO THE WORK.
22. CONTRACTOR TO PROVIDE FINAL CLEANING. THE OWNER RESERVES THE RIGHT TO PROVIDE CLEANING SERVICES WHEN CLEAN-UP HAS NOT BEEN PROVIDED TO THE SATISFACTION OF THE OWNER OR THE OWNER'S REPRESENTATIVE. ASSOCIATED COSTS WILL BE BACK CHARGED TO THE CONTRACTOR.
23. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING LADDERS OR OTHER MEANS OF ACCESS TO THE AUTHORITY HAVING JURISDICTION (AHJ), ARCHITECT, ENGINEER FOR REQUIRED OBSERVATIONS AND INSPECTIONS.
24. ALL MSDS SHEETS ON ANY HAZARDOUS PRODUCT FOR FILING AT THE JOB SITE. THESE SHEETS SHALL ALSO BE INCLUDED IN CLOSEOUT DOCUMENTATION.
25. CONTRACTOR TO INCLUDE TWO PRINTED COPIES OF THE RECORD DRAWINGS ALONG WITH ONE ELECTRONIC COPY ON CD ROM.
26. FINAL SUBMITTAL SHALL INCLUDE ONE COPY OF THE OPERATION AND MAINTENANCE DATA BINDERS FOR THE OWNER'S USE THAT NOTES CONTRACTOR LISTINGS, PRODUCTS AND WARRANTY INFORMATION.
27. CONTRACTOR SHALL WARRANT THE PROJECT FOR A TERM OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE ENTIRE PROJECT REGARDLESS OF PARTIAL OCCUPANCY.



SITE PLAN

SCALE: 1" = 60'

SECTION 05120 - STRUCTURAL STEEL

PART I GENERAL:

1.01 DESCRIPTION OF WORK:

The work under this Section of the Specifications includes all labor, materials, equipment and services necessary to complete the structural framing as shown on the drawings and as herein specified.

1.02 QUALITY ASSURANCE:

Work performance shall be in accordance with the American Institute of Steel Construction (AISC), the American Welding Society (AWS) and the Research Council on Riveted and Bolted Structural Joints. All welders shall have passed qualification tests using welding procedures prescribed by the American Welding Society Code. Copies of such Certification shall be submitted to the Contractor and kept on file prior to performance of any work by the welder. Welders shall be certified within the previous twelve months.

1.03 SUBMITTALS:

Submit for approval shop drawings indicating all information necessary for job standards, shop and field connections, items embedded in concrete, splices, anchor bolts and base plate plans, details for fabrication and erection of component parts of the structure, and erection plans. Indicate size and weight of members, type and location of shop and field connections; type, size, and extent of all welds. Submittals shall be electronic version.

PART II PRODUCTS:

2.01 MATERIALS:

- A. Structural Steel: Structural Wide Flange shapes, shall conform to ASTM A992 steel, Fy = 50,000 psi. Tube steel shall conform to ASTM A500, Grade B. Pipe steel shall conform to ASTM A53, Type E or S. All other structural shapes and plates shall comply with ASTM A36 = 36,000 KSI.

- B. Bolts: Bolts and nuts shall conform to ASTM A307. All bolts shall be 5/8" diameter and shall be bearing type connections unless otherwise indicated. Washers and nuts shall conform to ASTM A307.

1. Unfinished bolts shall conform to ASTM A307 where indicated on the drawings.

- C. Welding Electrodes: Conforming to AWS A5.1 or A5.5 or Series E70.

- D. Shop Primer: Red oxide primer, SSPC - Paint 13. For interior spaces only.

- E. Headed Stud-Type Shear Connectors: ASTM A 108, Grade 1015 or 1020, cold-finished carbon steel with dimensions complying with AISC Specifications.

- F. Drilled-In Expansion Anchors:

1. Wedge anchors for interior, weather protected areas only shall meet the physical requirements of Federal Specification FF-S-325 Group II, Type 4, Class 1 and the plating requirements of Federal Specification QQ-Z-325C Type II, Class 3.

2. Acceptable manufactures:

- a. Kwik Bolt 3 as manufactured by Hilti.
- b. Approved equal.

- G. Non-Metallic Shrink Resistant Grout: Pre-mixed, non-metallic, non-corrosive, non-staining product containing selected silica plasticizing and water reducing agents, complying with CE-CRD-C621. Five Star Grout, 5000 PSI, or approved equal.

2.02 FABRICATION:

- A. Shop Painting: Structural steel items shall be wire brushed, cleaned, and painted with one coat of red oxide primer to provide a uniform dry film thickness of not less than 1.5 mils. Surfaces which are to be welded or bolted with friction type connections shall not be painted. Two coats of primer shall be applied to surfaces which will be inaccessible after assembly or erection.

- B. Splices: Will not be allowed except where indicated on approved shop drawings.

PART III EXECUTION:

1.01 ERECTION:

- A. Erector shall examine conditions of the work and shall notify the Contractor of conditions detrimental to the timely and proper erection of structural steel. Deficiencies shall be corrected prior to beginning steel erection.

- B. General: Erect framing true and plumb and provide temporary bracing wherever necessary to take care of all loads to which the structure may be subjected, including erection equipment and its operation. Such bracing shall be left in place as long as may be required for safety and be removed by Contractor as part of his requirement. As erection progresses, the work shall be securely connected to take care of all dead load, wind, and erection stresses.

- C. Tolerances: Shall not exceed AISC specifications.

- D. Welding: Structural joints made by welding shall conform to applicable industry standards for pre-qualified welds and welding procedures. Where practicable, the shop welding of main material shall be done by the automatic submerged-arc process.

- E. A-307 Steel Bolts: Structural joints made by using A-307 bolts, hardened washers, and nuts. Install to snug tight specifications.

- F. Do not Enlarge unfair holes in members by burning or by use of drift pins. Ream holes that must be enlarged to admit bolts.

- G. Touch Up Paint immediately after erection of all welds, bolted connections, and abraded areas to provide a minimum dry film thickness of 2.0 mils of same material used for shop painting.

NO.	REVISION/ SUBMISSIONS	DATE

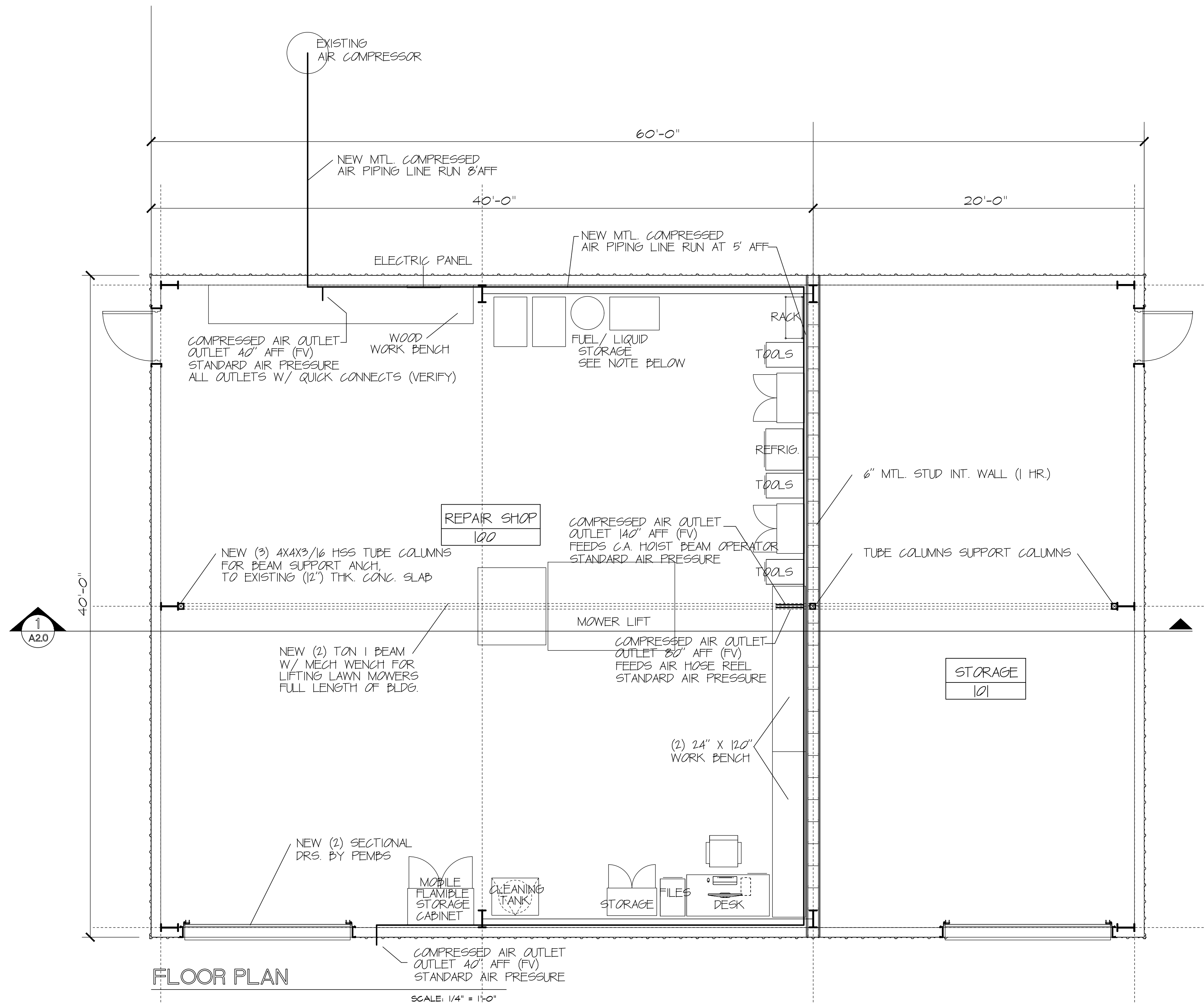
SEAL	COMMISSION NO. 2221	SCALE:		
		PROJECT ARCH: JEH	SHEET NO.	
		DRAWN: SC/JEH		
		CHECKED: JEH		
		DATE: 16-DEC-2022		
JOHN E. HALL, AR. 0010727				

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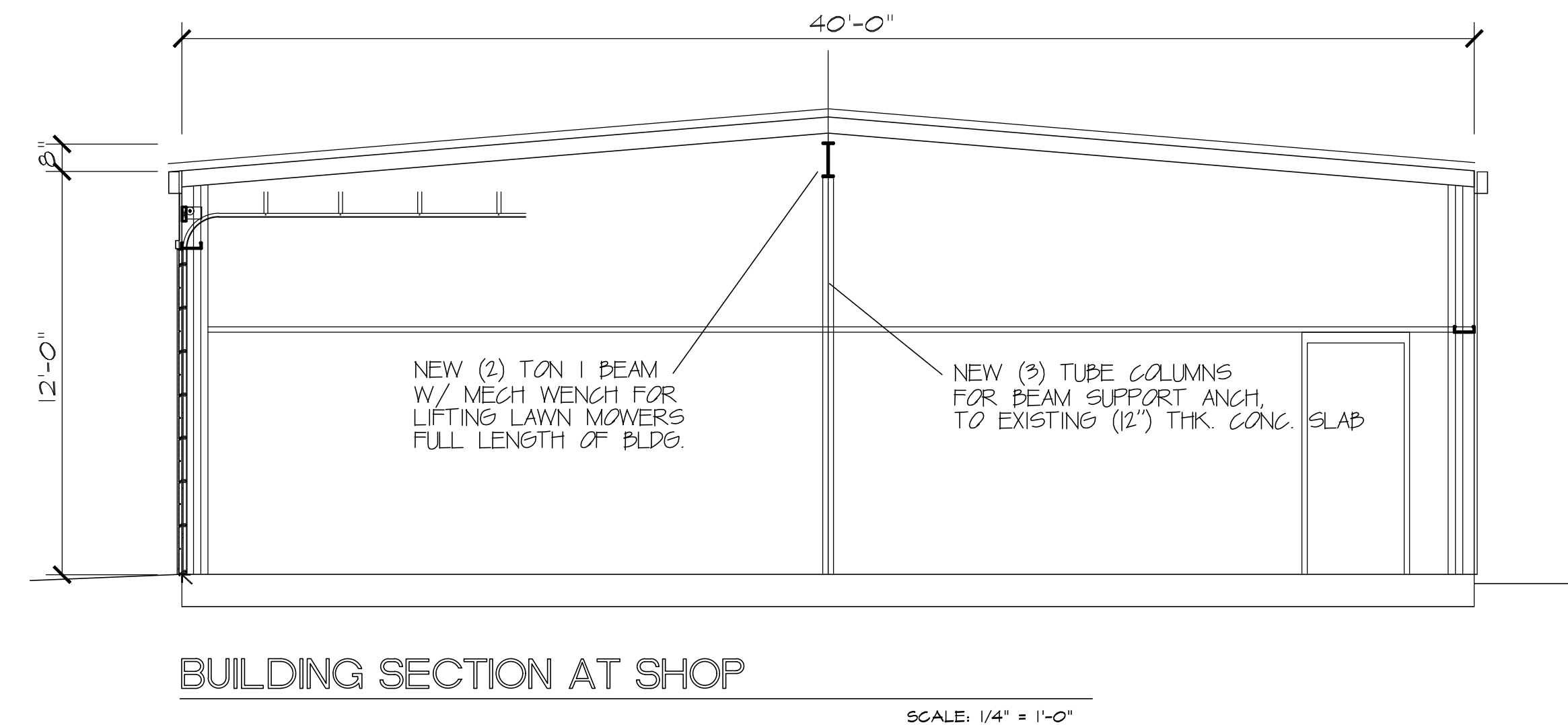
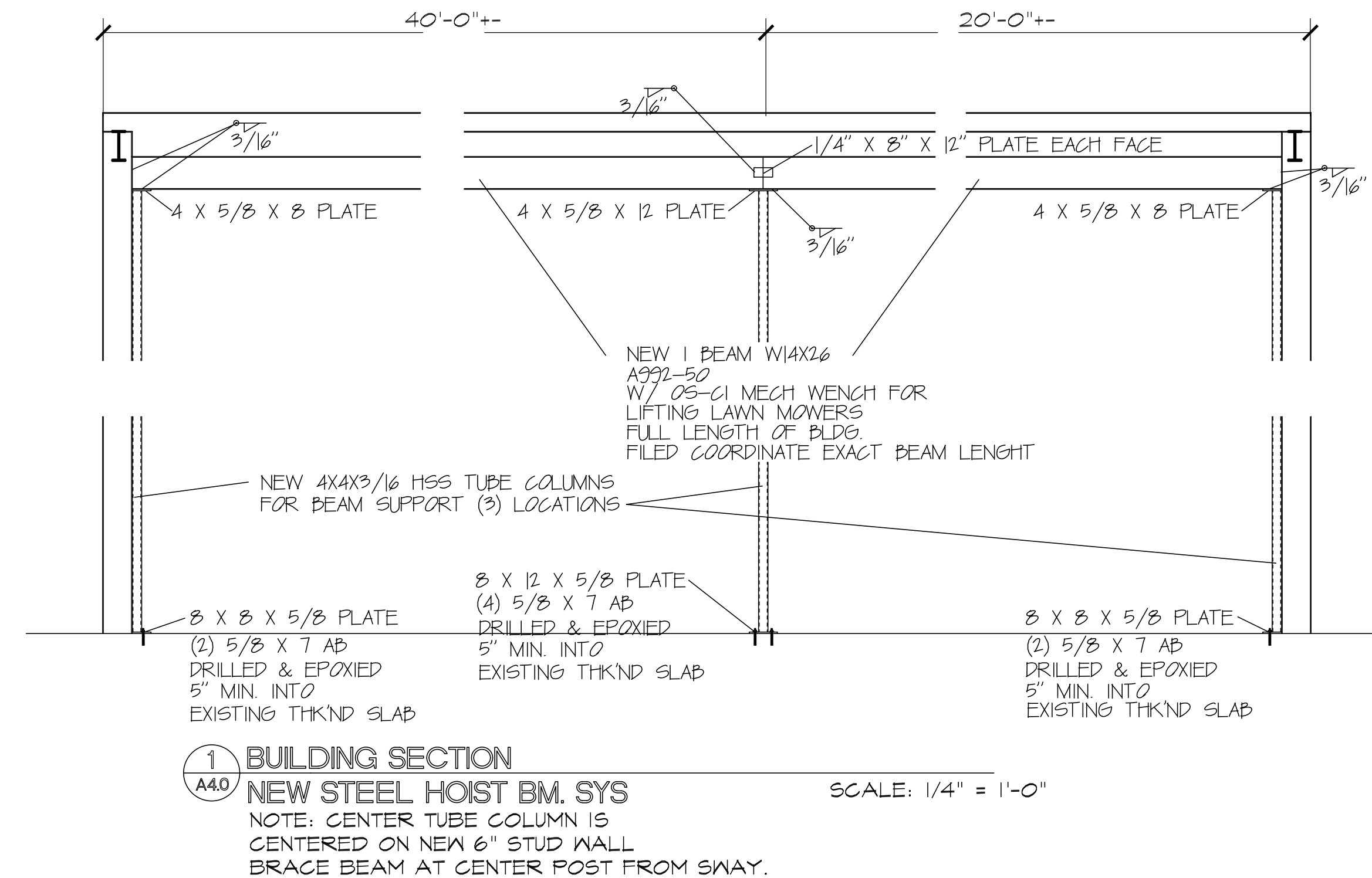
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HOLLY HILL PUBLIC WORKS FACILITY
METAL BUILDING INTERIOR BUILD OUT
498 LPGA BLVD.
HOLLY HILL, FLORIDA



NOTE: ALL FLAMMABLE FLUIDS SHALL BE STORED IN CODE APPROVED METAL CONTAINERS IN THE ALLOWABLE QUANTITIES OF HAZARDOUS MATERIALS LISTED IN TABLE 307.1(1) OWNER TO PROVIDE MECH. VENTILATION IN ACCORDANCE W/ FLA. BLDG. CODE- MECHANICAL



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SEAL	COMMISSION NO. 2221	SCALE:	SHEET NO.
	PROJECT ARCH. JEH		
	DRAWN SC/JEH		
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Design No. U419
Non Bearing Wall Ratings—1, 2, 3 or 4 Hr (See Items 3 & 4)

For Number of Layers and Hourly Ratings See Item 1

1. Floor and Ceiling Runners—(Not shown)—Channel shaped, fabricated from min 25 MSG corrosion-protected steel, min width to accommodate stud size, with min 1 in. long legs, attached to floor and ceiling with fasteners 24 in. OC max.

2. Steel Studs—Channel shaped, fabricated from min 25 MSG corrosion-protected steel, min width as indicated under Item 4, min 1-1/4 in. flanges and 1/4 in. return, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height.

3. Batts and Blankets*—(Required as indicated under Item 4)—Mineral wool batts, friction fitted between studs and runners. Min nom thickness as indicated under Item 4. See Batts and Blankets (BKNV or BJZJ) Categories for names of Classified companies.

3A. Batts and Blankets*—(Optional)—Placed in stud cavities, any glass fiber or mineral wool insulation bearing the UL Classification Marking as to Surface Burning Characteristics and/or Fire Resistance. See Batts and Blankets (BKNV or BJZJ) Categories for names of Classified companies.

4. Wallboard, Gypsum*—Gypsum panels with beveled, square or tapered edges, applied vertically or horizontally. Vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Vertical joints in adjacent layers (multilayer systems) staggered one stud cavity. Horizontal edge joints and horizontal butt joints on opposite sides of studs staggered a min of 12 in. Horizontal edge joints and horizontal butt joints in adjacent layers (multilayer systems) staggered a min of 12 in. The thickness and number of layers for the 1 hr, 2 hr, 3 hr and 4 hr ratings are as follows:

Rating	Min Stud Depth	No. of Layers And Thickness Of Panels	Min Thickness Of Insulation (Item 3B)
1	3-1/2	1 layer, 5/8 in. thick	Optional
1	2-1/2	1 layer, 1/2 in. thick	Optional
1	1-5/8	2 layers, 1/2 in. thick	Optional
2	1-5/8	2 layers, 5/8 in. thick	Optional
2	3-1/2	1 layer, 3/4 in. thick	3 in.
3	1-5/8	3 layers, 1/2 in. thick	Optional
3	1-5/8	2 layers, 3/4 in. thick	Optional
4	1-5/8	4 layers, 1/2 in. thick	Optional
4	2-1/2	2 layers, 3/4 in. thick	2 in.

Canadian Gypsum Co.—1/2 in. thick Type C, WRC or IP-X2; 5/8 in. thick Type SCX, SHX, WRX, IP-X1, AR, C, WRC or IP-X2; 3/4 in. thick ULTRACODE or Type IP-X3

United States Gypsum Co.—1/2 in. thick Type C, WRC or IP-X2; 5/8 in. thick Type SCX, SHX, WRX, IP-X1, AR, C, WRC or IP-X2; 3/4 in. thick ULTRACODE or Type IP-X3

Yeso Panamericano SA de CV—1/2 in. thick Type C, WRC or IP-X2; 5/8 in. thick Type SCX, SHX, WRX, IP-X1, AR, C, WRC or IP-X2; 3/4 in. thick ULTRACODE or Type IP-X3.

5. Fasteners—(Not shown)—Type S or S-12 self-drilling, self-tapping steel screws used to attach panels to studs (Item 2) or furring channels (Item 6). Single layer systems: 1 in. long for 1/2 and 5/8 in. thick panels or 1-1/4 in. long for 3/4 in. thick panels, spaced 8 in. OC when panels are applied horizontally, or 12 in. OC when panels are applied vertically. Two layer systems: First layer- 1 in. long for 1/2 and 5/8 in. thick panels or 1-1/4 in. long for 3/4 in. thick panels, spaced 16 in. OC. Second layer- 1-5/8 in. long for 1/2 in. thick panels or 2-1/4 in. long for 3/4 in. thick panels, spaced 16 in. OC with screws offset 8 in. from first layer. Three-layer systems: First layer- 1 in. long for 1/2 in. thick panels, spaced 24 in. OC. Second layer- 1-5/8 in. long for 1/2 in. thick panels, spaced 24 in. OC. Third layer- 2-1/4 in. long for 1/2 in. thick panels, spaced 12 in. OC. Screws offset min 6 in. from layer below. Four-layer systems: First layer- 1 in. long for 1/2 in. thick panels, spaced 24 in. OC. Second layer- 1-5/8 in. long for 1/2 in. thick panels, spaced 24 in. OC. Third layer- 2-1/4 in. long for 1/2 in. thick panels, spaced 24 in. OC. Fourth layer- 2-5/8 in. long for 1/2 in. thick panels, spaced 12 in. OC. Screws offset min 6 in. from layer below.

6. Furring Channels—(Optional, not shown, for single or double layer systems)—Resilient furring channels fabricated from min 25 MSG corrosion-protected steel, spaced vertically a max of 24 in. OC. Flange portion attached to each intersecting stud with 1/2 in. long Type S-12 panhead steel screws.

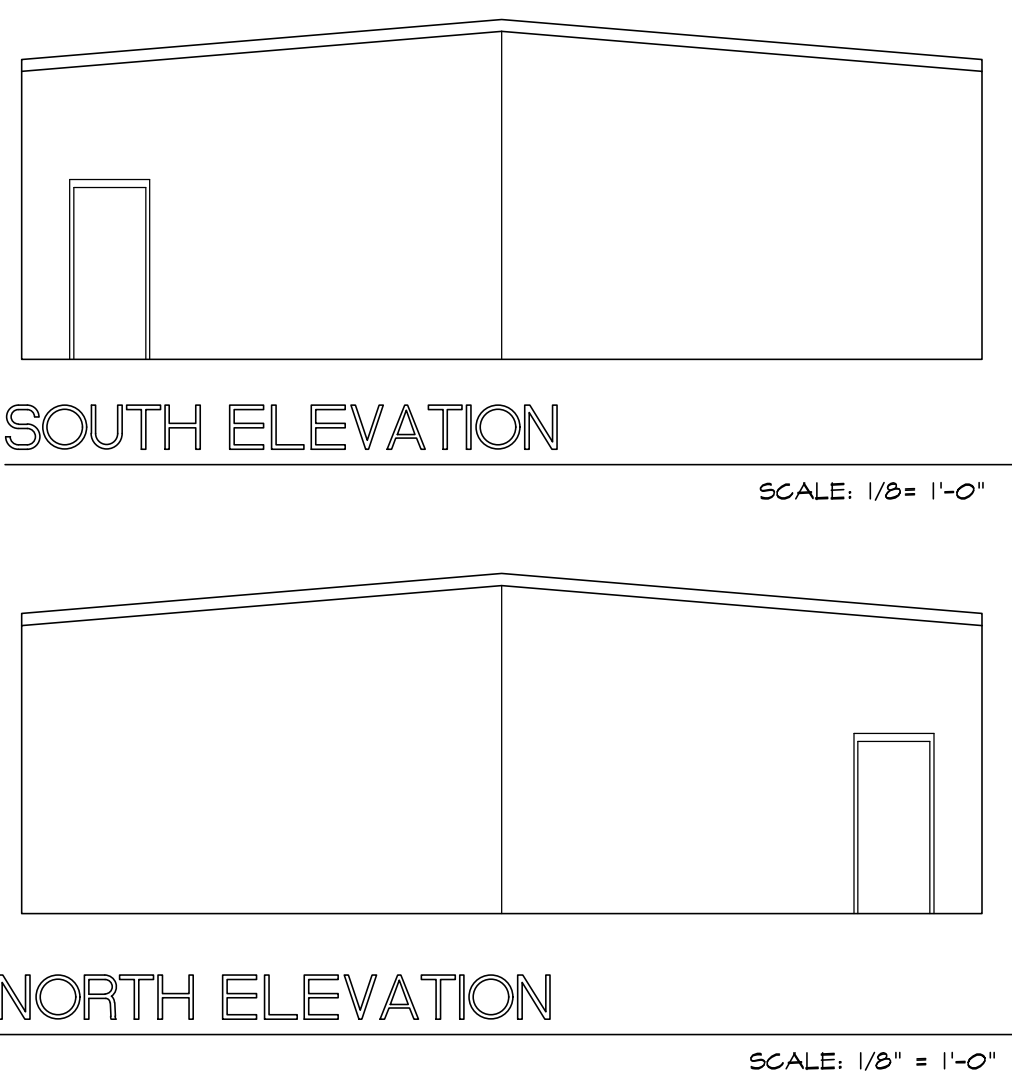
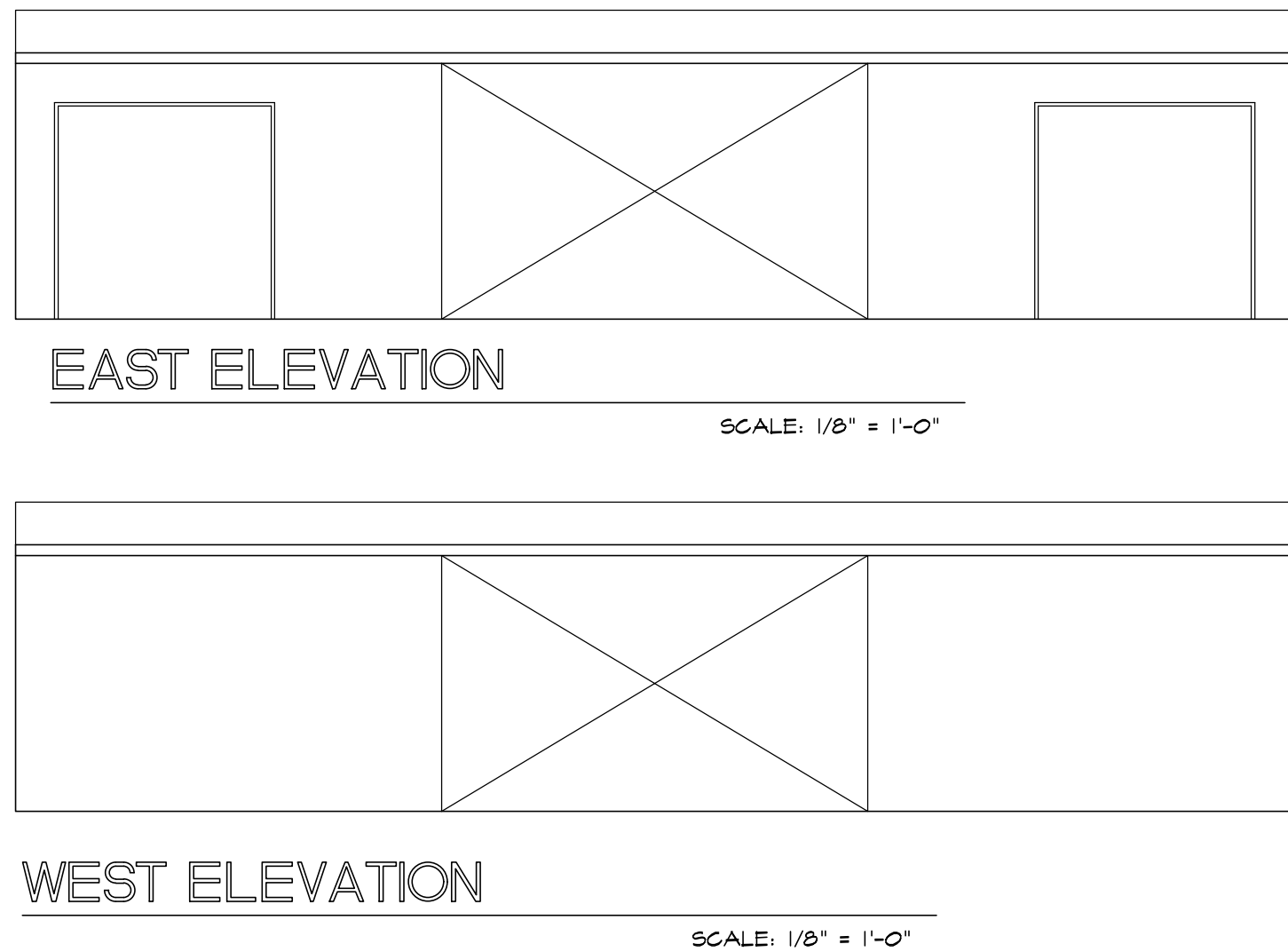
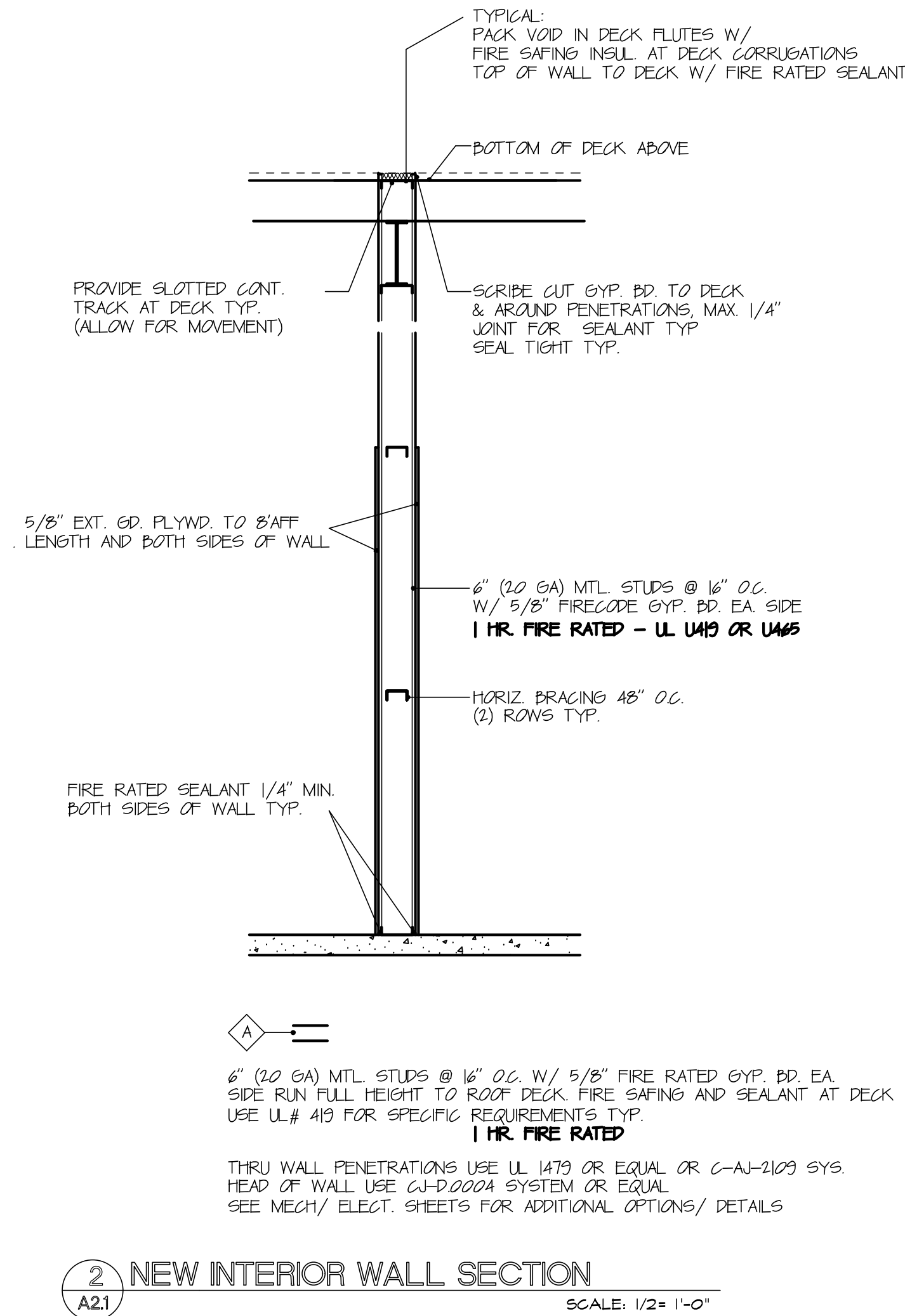
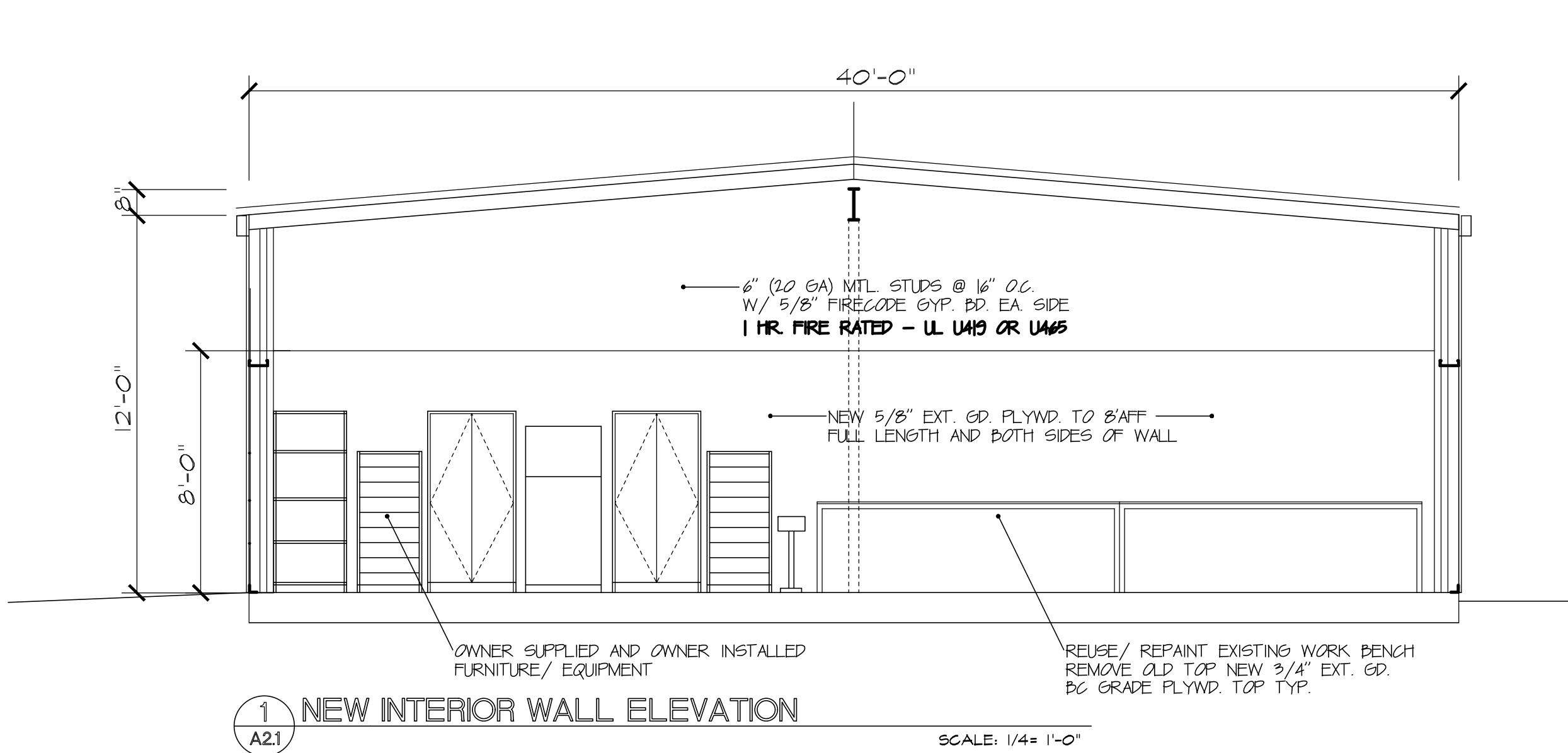
7. Joint Tape and Compound—Vinyl or casein, dry or premixed joint compound applied in two coats to joints and screw heads of outer layers. Paper tape, nom 2 in. wide, embedded in first layer of compound over all joints of outer panels.

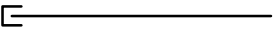
8. Siding, Brick or Stucco—(Optional, not shown) —Aluminum, vinyl or steel siding, brick veneer or stucco, meeting the requirements of local code agencies, installed over gypsum panels. Brick veneer attached to studs with corrugated metal wall ties attached to each stud with steel screws, not more than each sixth course of brick.

9. Caulking and Sealants*—(Optional, not shown)—A bead of acoustical sealant applied around the partition perimeter for sound control.

United States Gypsum Co.—Type AS

*Bearing the UL Classification Marking



SYMBOLS AND ABBREVIATIONS		
DESCRIPTION	ABBR.	SYMBOL
COMPRESSED AIR PIPING	CA	_____ CA _____
CAP	-	 _____
TEE UP	-	_____○_____
TEE DOWN	-	_____⊙_____
ELBOW UP	-	○_____
ELBOW DOWN	-	⊙_____
REVISION REFERENCE	-	
CHECK VALVE	-	
SHUT-OFF VALVE	-	_____⊖_____
BALANCING VALVE	-	_____⊗_____
UNION	-	_____ _____
CONNECT TO EXISTING	-	
EXISTING	-	(E)
*SOME SYMBOLS SHOWN MAY NOT PERTAIN TO THIS PROJECT		

DRAWING INDEX	
SHEET NUMBER	TITLE
P0.1	General Information
P1.1	Compressed Air Floor Plan

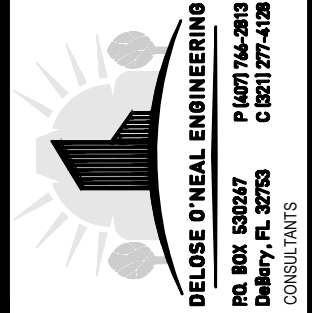
GENERAL NOTES	
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AND GOVERNING AUTHORITIES. I.E.: NFPA 55 AND FLORIDA BUILDING CODE SEVENTH EDITION 2020 - PLUMBING.	14. COORDINATE ROUTING OF ALL PIPING SYSTEMS TO AVOID CONFLICTS WITH OTHER DISCIPLINES WITHIN INTERSTITIAL SPACE AND ROUTE TIGHT TO STRUCTURE WHERE POSSIBLE. PIPING SHALL NOT ENTER OR PASS THROUGH ELECTRICAL AND COMMUNICATION ROOMS.
2. VALVES AND FITTINGS SHALL BE OF SAME SIZE OF PIPE ON WHICH THEY ARE LOCATED, UNLESS OTHERWISE INDICATED ON DRAWINGS.	15. IF THE INTENT OF THE DRAWINGS AND/OR SPECIFICATIONS IS UNCLEAR OR HAS MORE THAN ONE INTERPRETATION, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS. THE ARCHITECT/ENGINEER SHALL MAKE CORRECTIONS AND/OR PROVIDE EXPLANATION IN WRITING.
3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING FIRE RATING AND WEATHERPROOFING INTEGRITY OF ALL PIPE PENETRATIONS.	16. PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THE CONTRACTOR SHALL ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS PRIOR TO SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO CONTRACTORS' FAILURE TO FAMILIARIZE HIMSELF WITH THE PLANS.
4. ALL COMPRESSED AIR LINES SHALL RUN AS CLOSE TO PLANS AS POSSIBLE WITH NO CHANGES IN SIZING.	17. THE CONTRACTOR SHALL BASE THEIR PROPOSAL UPON THE EQUIPMENT AS SCHEDULED OR SPECIFIED, USING THE MANUFACTURERS AND EQUIPMENT SPECIFIED ON THE DRAWINGS. IF MORE THAN ONE MANUFACTURER IS SPECIFIED FOR ONE ITEM, ANY ONE OF THE MANUFACTURERS LISTED MAY BE USED IN THIS CONTRACTOR'S PROPOSAL. IF THIS CONTRACTOR WISHES TO USE EQUIPMENT NOT SPECIFIED, THEY MUST AT THE TIME OF BIDDING SUBMIT SEPARATELY ON LETTERHEAD STATIONARY OF THE BIDDER, THE EQUIPMENT HE WOULD SUBSTITUTE AND THE COST TO BE ADDED OR TO BE DEDUCTED FROM THEIR PROPOSAL. CONTRACTOR'S PROPOSED SUBSTITUTES SHALL BE SUBMITTED TO ARCHITECT AND APPROVED BY OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SUPPORTING DEVICES FOR COMPRESSED AIR CONNECTIONS.	18. THE CONTRACTOR IS EXPECTED TO ORDER ALL MATERIALS IN SUFFICIENT TIME TO AVOID DELAYING THE COMPLETION OF THE PROJECT. DELAY IN DELIVERY WILL NOT BE CONSIDERED A JUSTIFIABLE REASON FOR SUBMISSION OF SUBSTITUTE MATERIALS.
6. CONTRACTOR SHALL GIVE 24 HOURS NOTICE TO APPLICABLE UTILITY COMPANY PRIOR TO PERFORMING WORK INVOLVING UTILITIES.	19. COORDINATION: CONTRACTOR SHALL COORDINATE ITS CONSTRUCTION OPERATIONS WITH THOSE OF OTHER CONTRACTORS AND ENTITIES TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONTRACTOR SHALL COORDINATE ITS OPERATIONS WITH OTHER CONTRACTORS OPERATIONS, THAT DEPEND ON EACH OTHER FOR PROPER INSTALLATION, CONNECTION AND OPERATION.
7. SLEEVE SEALS AND FIRE STOP FOR PIPING PENETRATIONS OF RATED OR CONCRETE WALLS, FLOORS, CEILINGS, ETC., SHALL BE INSTALLED AND COMPLY WITH REQUIREMENTS IN ACCORDANCE WITH NFPA 55 AND THE FLORIDA BUILDING CODE SEVENTH EDITION 2020 AND LOCAL CODES TO MAINTAIN RATINGS. REFER TO ARCHITECTURAL DRAWINGS FOR APPLICABLE UL STANDARDS AND LOCATIONS OF RATED WALLS, CEILINGS, FLOORS, ETC.	
8. COMPRESSED PIPING AND FITTINGS SHALL BE HDPE: ASTM D1248, HDPE RESIN TO PROVIDE SHATTER-RESISTANT PIPE FOR COMPRESSED-AIR SERVICE RATED UP TO 200 PSI. PIPE AND FITTINGS ARE DARK BLUE. TRANSITION FITTINGS: HDPE ADAPTER WITH ONE SOCKET END AND ONE END WITH THREADED BRASS INSERT. VALVES: HDPE UNION BALL VALVE WITH SOCKET ENDS.	
9. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF COMPRESSED AIR OUTLETS.	
10. CONTRACTOR SHALL INSTALL DIELECTRIC UNIONS AT CONNECTIONS OF DISSIMILAR METALS.	
11. CONTRACTOR SHALL ROUGH-IN ALL COMPRESSED AIR AND SUPPLIES TO SPECIAL EQUIPMENT ACCORDING TO MANUFACTURER'S SHOP DRAWINGS AND MAKE FINAL CONNECTIONS AS NOTED. ALL SUPPLIES SHALL BE VALVED.	
12. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS (INCLUDING PIPE ROUTING AND EQUIPMENT LOCATIONS) TO ARCHITECT/ENGINEER FOR REVIEW PRIOR TO THE INSTALLATION OR PURCHASING OF ANY PIPING AND/OR EQUIPMENT.	
13. CONTRACTOR SHALL INSTALL QUICK COUPLING AT PIPING TERMINALS FOR HOSE CONNECTIONS, HOSE ASSEMBLIES AT HOSE CONNECTIONS, AIR-MAIN PRESSURE REGULATORS IN COMPRESSED AIR PIPING AT OR NEAR AIR COMPRESSOR, AND AIR-LINE PRESSURE REGULATORS IN BRANCH PIPING TO EQUIPMENT.	

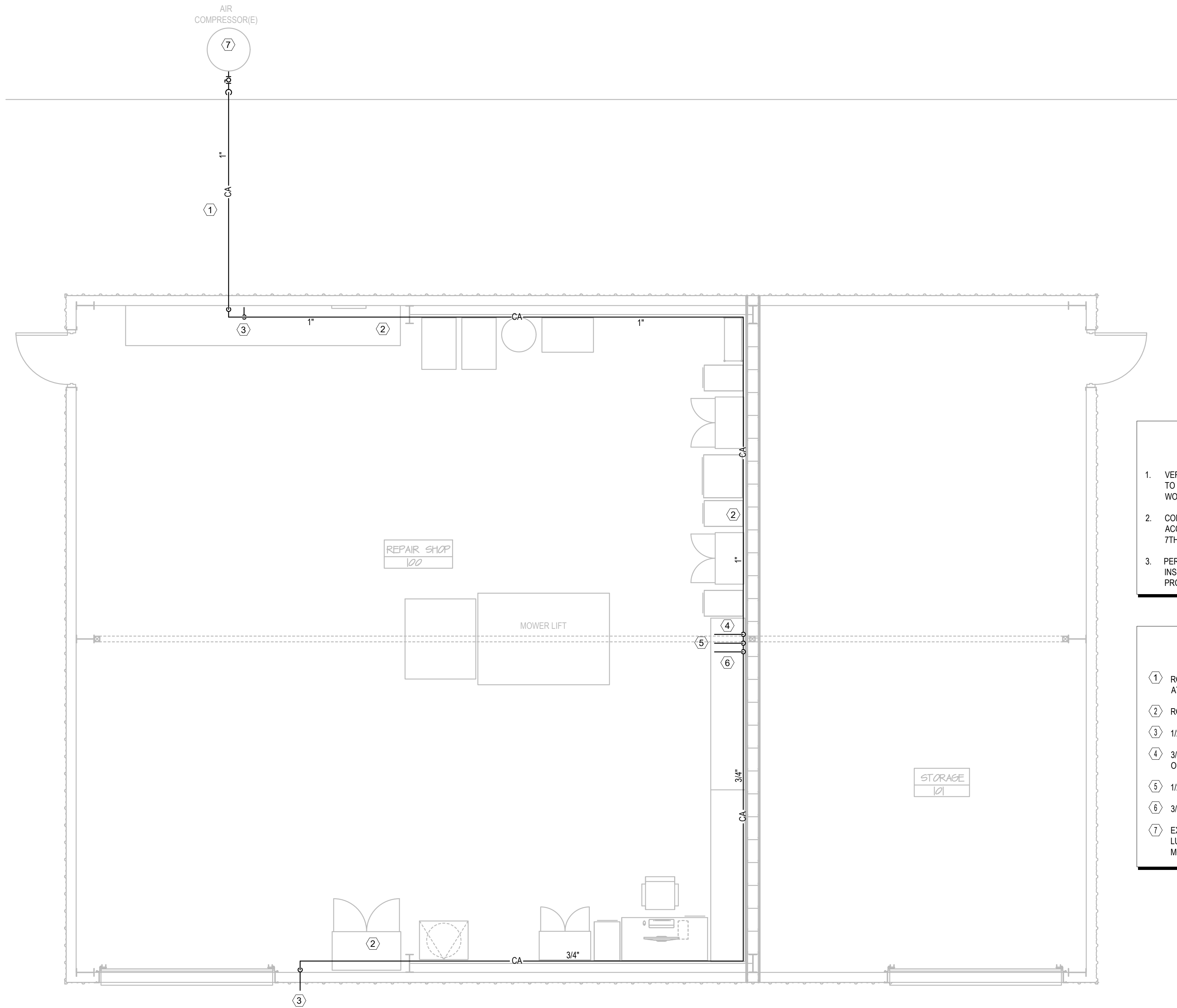
SUBMITTALS AND SUBSTITUTIONS	
1. CONTRACTOR SHALL SUBMIT THE FOLLOWING EQUIPMENT FOR REVIEW PRIOR TO ORDERING AND INSTALLING A. PIPING	7. CONTRACTOR SHALL REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER. APPROVAL STAMP: STAMP SHALL STATE THAT SUBMITTAL HAS BEEN REVIEWED, CHECKED, AND APPROVED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND INITIALLED AND DATED BY CONTRACTOR.
2. PROCESSING TIME: ALLOW 10 WORKING DAYS FOR REVIEW OF EACH SUBMITTAL. ALLOW ADDITIONAL TIME IF COORDINATION WITH SUBSEQUENT SUBMITTALS IS REQUIRED. ENGINEER WILL ADVISE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION.	8. ENGINEER WILL REVIEW EACH SUBMITTAL, MAKE MARKS TO INDICATE CORRECTIONS OR REVISIONS REQUIRED, AND RETURN IT. ENGINEER WILL STAMP EACH SUBMITTAL WITH AN ACTION STAMP AND WILL MARK STAMP APPROPRIATELY TO INDICATE ACTION.
3. SUBMITTALS: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL ITEM FOR IDENTIFICATION. INDICATE NAME OF FIRM OR ENTITY THAT PREPARED EACH SUBMITTAL ON LABEL OR TITLE BLOCK. PROVIDE A SPACE BESIDE TITLE BLOCK TO RECORD CONTRACTOR'S REVIEW AND APPROVAL MARKINGS AND ACTION TAKEN BY ENGINEER. INCLUDE THE FOLLOWING INFORMATION FOR PROCESSING AND RECORDING ACTION TAKEN: A. PROJECT NAME. B. DATE. C. NAME OF ENGINEER. D. NAME OF CONTRACTOR. E. NAME OF SUBCONTRACTOR. F. NAME OF SUPPLIER. G. NAME OF MANUFACTURER. H. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE. I. LOCATION WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE.	9. ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND INITIALS AND WILL RETURN THEM WITHOUT ACTION. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS MAY NOT BE REVIEWED AND MAY BE DISCARDED
4. SUBMIT ELECTRONIC SUBMITTALS VIA EMAIL AS PDF ELECTRONIC FILES.	10. SUBSTITUTIONS A. SUBSTITUTION OFFERS OWNER A SUBSTANTIAL ADVANTAGE IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS. B. SUBSTITUTION DOES NOT REQUIRE EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPENSATE ENGINEER FOR ANY REDESIGN AND EVALUATION SERVICES INCLUDING CHANGES REQUIRED BY AUTHORITY HAVING JURISDICTION. C. SUBSTITUTION WILL NOT ADVERSELY AFFECT CONSTRUCTION SCHEDULE. D. SUBSTITUTION HAS RECEIVED NECESSARY APPROVALS OF AUTHORITIES HAVING JURISDICTION. E. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK. F. SUBSTITUTION PROVIDES SPECIFIED WARRANTY. G. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK, AND IS ACCEPTABLE TO ALL CONTRACTORS INVOLVED. H. CONTRACTOR SHALL ASSUME ANY ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF THE SUBSTITUTION.
5. PAPER SUBMITTALS: SUBMIT THREE PAPER COPIES OF EACH SUBMITTAL UNLESS OTHER WISE INDICATED. ENGINEER WILL RETURN TWO COPIES.	
6. COLLECT SUBMITTAL DATE INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE: A. MANUFACTURER'S CATALOG CUTS. B. MANUFACTURER'S PRODUCT SPECIFICATIONS. C. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS. D. NOTATION OF COORDINATION REQUIREMENTS. E. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING. F. PRINTED PERFORMANCE CURVES. G. OPERATIONAL RANGE DIAGRAMS. H. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.	

NO. 	REVISION/	SUBMISSIONS	DATE

SEAL	COMMISSION NO.	SCALE:	SHEET NO.
	2221		
	PROJECT ARCH: -		
	DRAWN:KMO		
MINDY N. O'NEAL FL #69779	CHECKED: MNO	DATE: 28-OCT-2022	

HOLLY HILL PUBLIC WORKS FACILITY
METAL BUILDING INTERIOR BUILD OUT
453 LPGA BLVD.
HOLLY HILL, FLORIDA



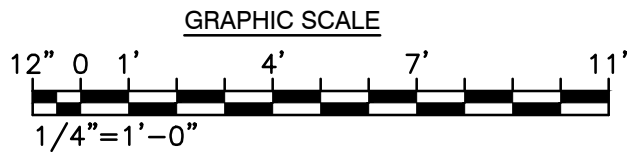


COMPRESSED AIR FLOOR PLAN
SCALE: 1/4"=1'-0"

1
P1.1

- GENERAL NOTES:**
1. VERIFY ALL EXISTING CONDITIONS AND EXACT LOCATION OF ALL EQUIPMENT TO BE PIPED PRIOR TO THE COMMENCEMENT OF WORK COORDINATE ALL WORK WITH ALL TRADES.
 2. COMPLETE AND WORKING COMPRESSED AIR SYSTEM SHALL BE IN ACCORDANCE WITH NFPA 55, THE 2020 FLORIDA BUILDING CODE - PLUMBING, 7TH EDITION, AND AUTHORITY HAVING JURISDICTION.
 3. PERFORM PIPING LEAK TEST FOR COMPRESSED AIR PIPING SYSTEM AND INSPECT EXISTING FILTER, LUBRICATOR, AND PRESSURE REGULATOR FOR PROPER OPERATION.

- KEY NOTES:**
1. ROUTE NEW COMPRESSED AIR PIPING FROM EXISTING AIR COMPRESSOR AT 8 FT ABOVE FINISHED FLOOR. SET DISCHARGE PRESSURE TO 140 PSI.
 2. ROUTE NEW COMPRESSED AIR PIPING AT 5 FT ABOVE FINISHED FLOOR.
 3. 1/2"CA TO COMPRESSED AIR OUTLET WITH QUICK CONNECT AT 40" A.F.F.
 4. 3/4"CA TO COMPRESSED AIR OUTLET AT 140" A.F.F. SERVING HOIST BEAM OPERATOR.
 5. 1/2"CA TO COMPRESSED AIR OUTLET TO HOSE REEL AT 80" A.F.F.
 6. 3/4"CA TO COMPRESSED AIR OUTLET TO AIR PLATFORM LIFT AT 8" A.F.F.
 7. EXISTING 80 GALLON TOP MOUNT ELECTRIC AIR COMPRESSOR, PRESSURE LUBRICATED, 2 STAGE, 5 HP, 175 MAX OPERATING PRESSURE.SPEEDAIRE MODEL # 4XA63.



NO.	REVISION/ SUBMISSIONS		DATE

SEAL	COMMISSION NO.	SCALE:	SHEET NO.
	2221		
	PROJECT ARCH: --		
	DRAWN:KMO		
	CHECKED: MNO		
	DATE: 28-OCT-2022		
MINDY N. O'NEAL FL #69779			

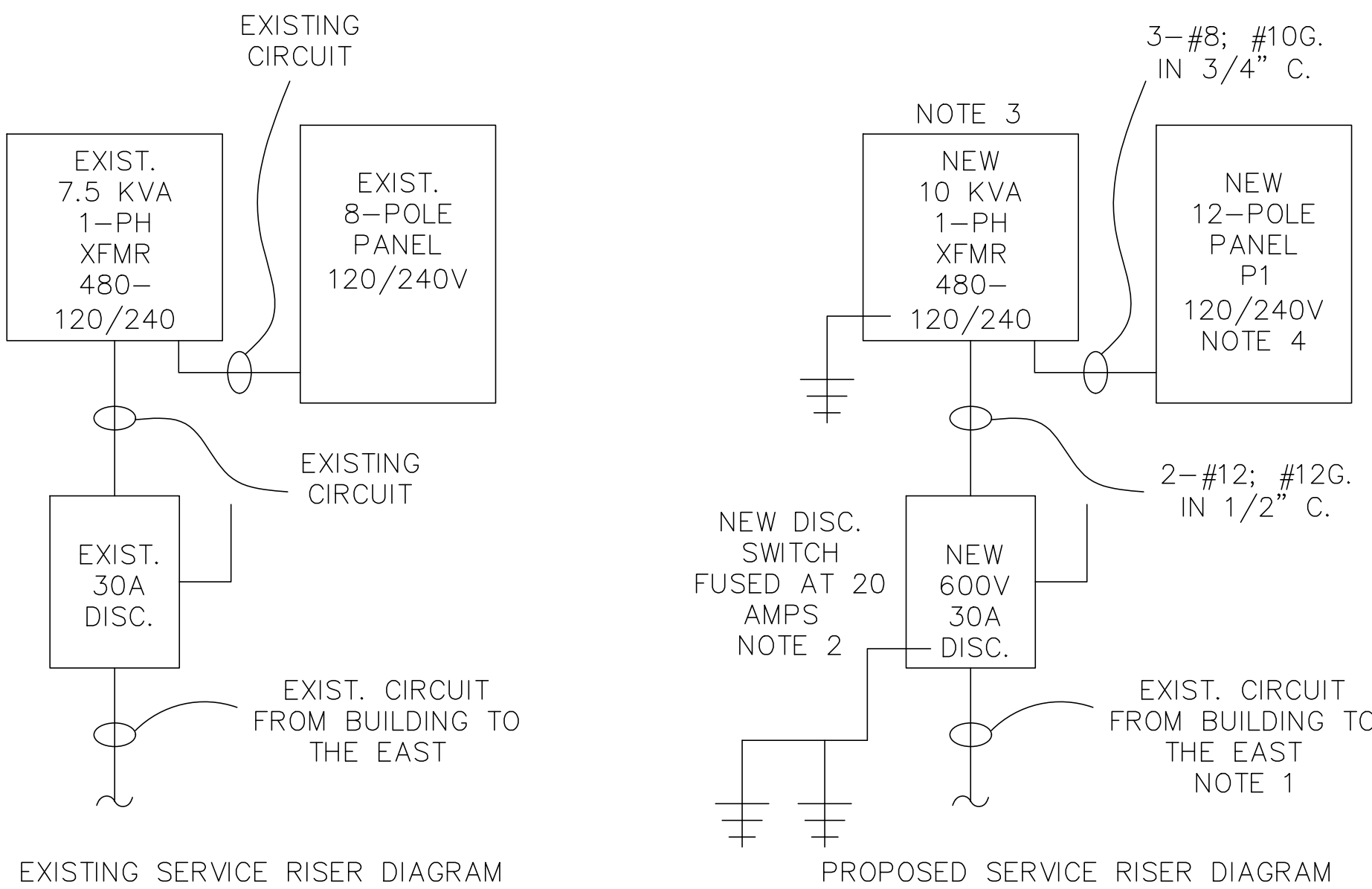
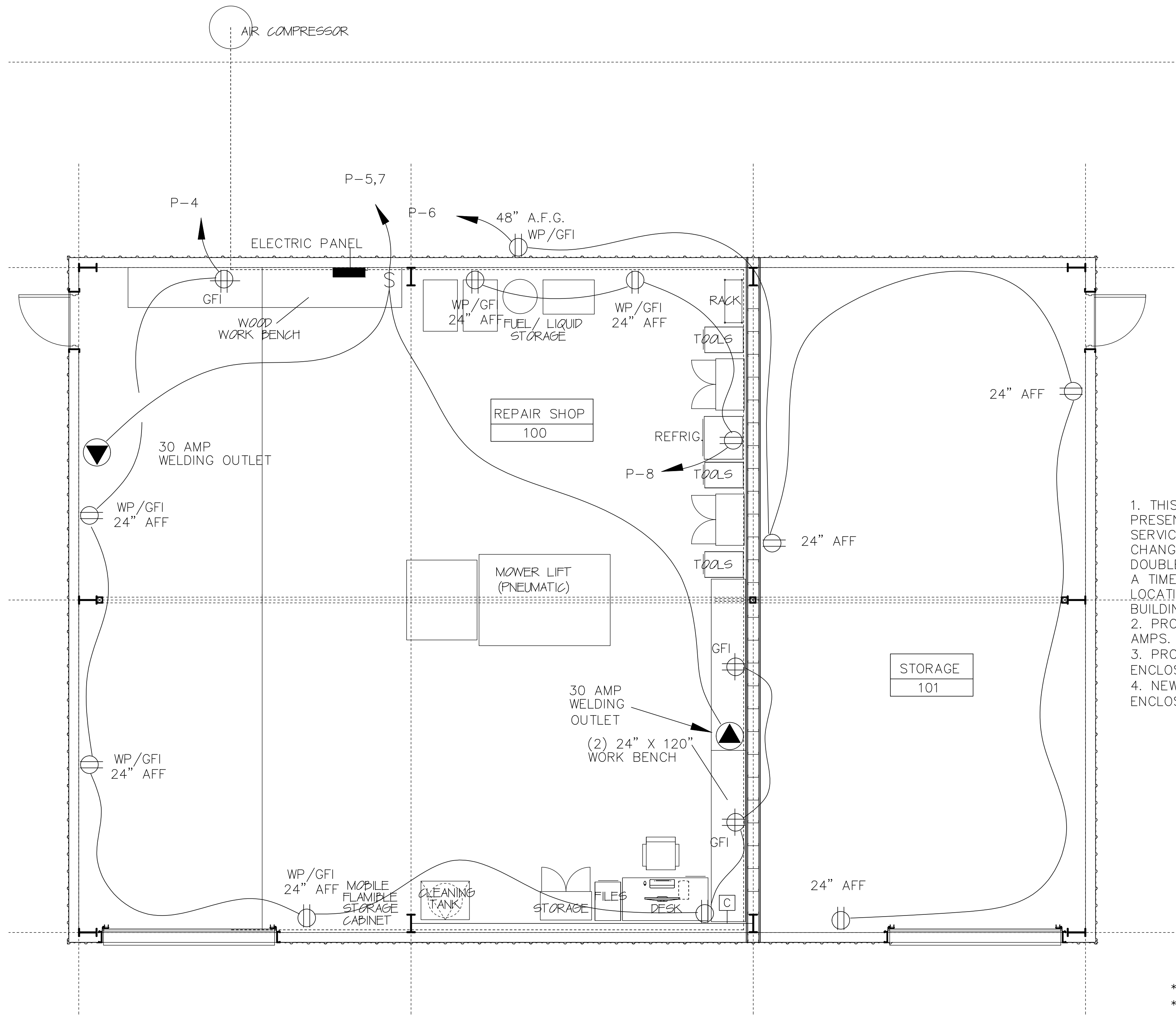
P1.1
SHEET

HOLLY HILL PUBLIC WORKS FACILITY
METAL BUILDING INTERIOR BUILD OUT
453 LPGA BLVD.
HOLLY HILL, FLORIDA

DELOSE O'NEAL ENGINEERING
P.L.L.C.
P.O. BOX 530247
DAYTONA BEACH, FL 32114
P (904) 744-2819
C (904) 277-4128
CONSULTANTS

HALL & OGLE ARCHITECTS, INC.
205 MONROE AVENUE
DAYTONA BEACH, FLORIDA 32114
P (904) 257-6590
FAX (904) 257-6590
www.hallandogle.com

SEAL	COMMISSION NO.	SCALE:	SHEET NO.
	2221	PROJECT ARCH: JEH	
		DRAWN: SC/JEH	
		CHECKED: JEH	
JOHN E. HALL AR 0010727		DATE: 16-DEC-2022	



- PROPOSED SERVICE RISER NOTES
1. THIS RELOCATED PRE-ENGINEERED BUILDING REPLACES A SIMILAR ONE IN THE SAME LOCATION. AT PRESENT, SERVICE TO THE EXISTING BUILDING IS MINIMAL AND BUDGET LIMITATIONS REQUIRE THAT THE SERVICE TO THIS BUILDING TO REMAIN THE SAME. THIS DESIGN INCLUDES NO LOAD INCREASE. THE ONLY CHANGE IS THE ADDITION OF A SECOND 30 AMP WELDING RECEPTACLE, AND IT IS TO BE WIRED THROUGH A DOUBLE POLE DOUBLE THROW SWITCH SUCH THAT ONLY ONE WELDING RECEPTACLE CAN BE ENERGIZED AT A TIME. THUS, NO INCREASE IN LOAD. LIGHTS TO BE EQUAL OR LOWER WATTAGE, AND OUTLETS IN SAME LOCATIONS AS BEFORE. ANY FUTURE ADDED LOADS TO PANEL P WILL REQUIRE AN UPGRADE TO THE BUILDING SERVICE.
 2. PROVIDE NEW 30 AMP, 600 VOLT TWO POLE DISCONNECT SWITCH IN NEMA 3R ENCLOSURE, FUSED AT 20 AMPS. PROVIDE #10 BARE COPPER WIRE FROM GROUND LUG TO EACH OF TWO 20 FOOT GROUND RODS.
 3. PROVIDE NEW 10 KVA, SINGLE PHASE, 480-120/240 VOLT, WALL-MOUNT TRANSFORMER IN NEMA 3R ENCLOSURE.
 4. NEW 120/240 VOLT, SINGLE-PHASE, THREE WIRE MCB (50 AMP) PANEL IN NEMA 3R SURFACE MOUNT ENCLOSURE, PANEL TO HAVE 60 AMP BUS.

SQ D OR		PANEL: P					
MFG.	SIEMENS	VOLTAGE	120/240	PHASE	1	WIRE	3
CAT.	VARIES	BUS AMPS.	60 MIN	SYM.	A.I.C.	(I.E.R.)	10,000
MOUNT	SURFACE	MAIN	50/1 C/B	GRD. BUS	X		
CT	DESCRIPTION	POLE	AMPS	WIRE	COND	Ø A	Ø B
1,3	WEST BUILDING*	2	30	*#10	*1/2"		
5,7	WELDING OUTLET**	2	25	#10	1/2"		
2	LIGHTS	1	20	#12	1/2"		
4	OUTLETS	1	20	#12	1/2"		
6	OUTLETS	1	20	#12	1/2"		
8	OUTLETS	1	20	#12	1/2"		

- * PRESERVE AND RECONFIGURE EXISTING CIRCUIT
** ROUTE THIS CIRCUIT THROUGH 2-POLE, DOUBLE THROW SWITCH SUCH THAT ONLY ONE WELDING OUTLET MAY BE ENERGIZED AT A TIME.

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176
(386) 441-2382
FL REG. PE # 54181

POWER PLAN

SCALE: 1/4" = 1'-0"

NO.	REVISION/ SUBMISSIONS	DATE

HALL & OGLE
ARCHITECTS, INC.
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 577-1800
Fax: (954) 577-1800
www.hallandogle.com

HOLLY HILL PUBLIC WORKS FACILITY
METAL BUILDING INTERIOR BUILD OUT
458 LPGA BLVD.
HOLLY HILL, FLORIDA

Attachment: Exhibit A - Invitation to Bid 20-BG-08 (2023-R-17 : Public Works Building Interior Build-Out)

SEAL	COMMISSION NO.	SCALE:	SHEET NO.
	2221		
	PROJECT ARCH: JEH		
	DRAWN: SC/JEH		
DATE: 16-DEC-2022	CHECKED: JEH		
	DATE: 010727		

20
SHEET

GENERAL PROJECT WIRING NOTES

1. CONNECT EXIT/EMERGENCY LIGHTING AND NIGHT LIGHTS AHEAD OF LOCAL SWITCHING.
2. VERIFY ROUGH-IN LOCATIONS PRIOR TO INSTALLATION.
3. ALL DEVICES TO BE RATED 20 AMP.
4. BRANCH CIRCUITS SHARING COMMON NEUTRALS IN A SINGLE RACEWAY SHALL HAVE BREAKER TIES INSTALLED. IN NO CASE MAY MORE THAN 3-CIRCUITS SHARE A COMMON NEUTRAL.
5. LIGHT FIXTURES SHALL BE SOLIDLY MOUNTED USING STRUT SUPPORTS ATTACHED TO ROOF AND/OR WALL STRUCTURE.
6. ALL WIRING AND CONDUIT SIZES ARE BASED ON THWN/THHN COPPER. ALUMINUM CONDUCTORS MAY BE SUBSTITUTED ABOVE 100 AMPS PROVIDED ADJUSTMENTS IN CONDUCTOR AND CONDUIT SIZES ARE MADE AS PER NEC REQUIREMENTS.
7. ALL WORK IN ACCORDANCE WITH FBC (SEVENTH EDITION) AND NEC 2017 EDITION. ALL BRANCH CONDUCTORS SHALL BE SIZED FOR MAXIMUM VOLTAGE DROP OF 3% AT DESIGN LOAD PER FBC-ENERGY CONSERVATION C405.7.3.2. FEEDER VOLTAGE DROP SIZED FOR 2% PER FBC-ENERGY CONSERVATION C405.7.3.1.
8. MINIMUM WIRING SIZE IS THWN/THHN #12. MC CABLE PERMITTED ON BRANCH CIRCUITS OF WIRE SIZE #12 AND #10.
9. DIRECT BURIAL RACEWAY TO BE SCHEDULE 80 PVC. RACEWAY EMBEDDED IN CONCRETE SHALL BE SCHEDULE 40 PVC. EXPOSED RACEWAY SHALL BE EMT AND RACEWAY WITHIN WALL AND CEILINGS SHALL BE EMT OR, IF #10 AWG OR SMALLER, MC CABLE.
10. CIRCUIT LINES ARE INTENDED TO INDICATE DEVICES ON A SINGLE CIRCUIT, AS WELL AS INTENDED SWITCHING OF LIGHTS, BUT NOT SEQUENCE OF WIRING.

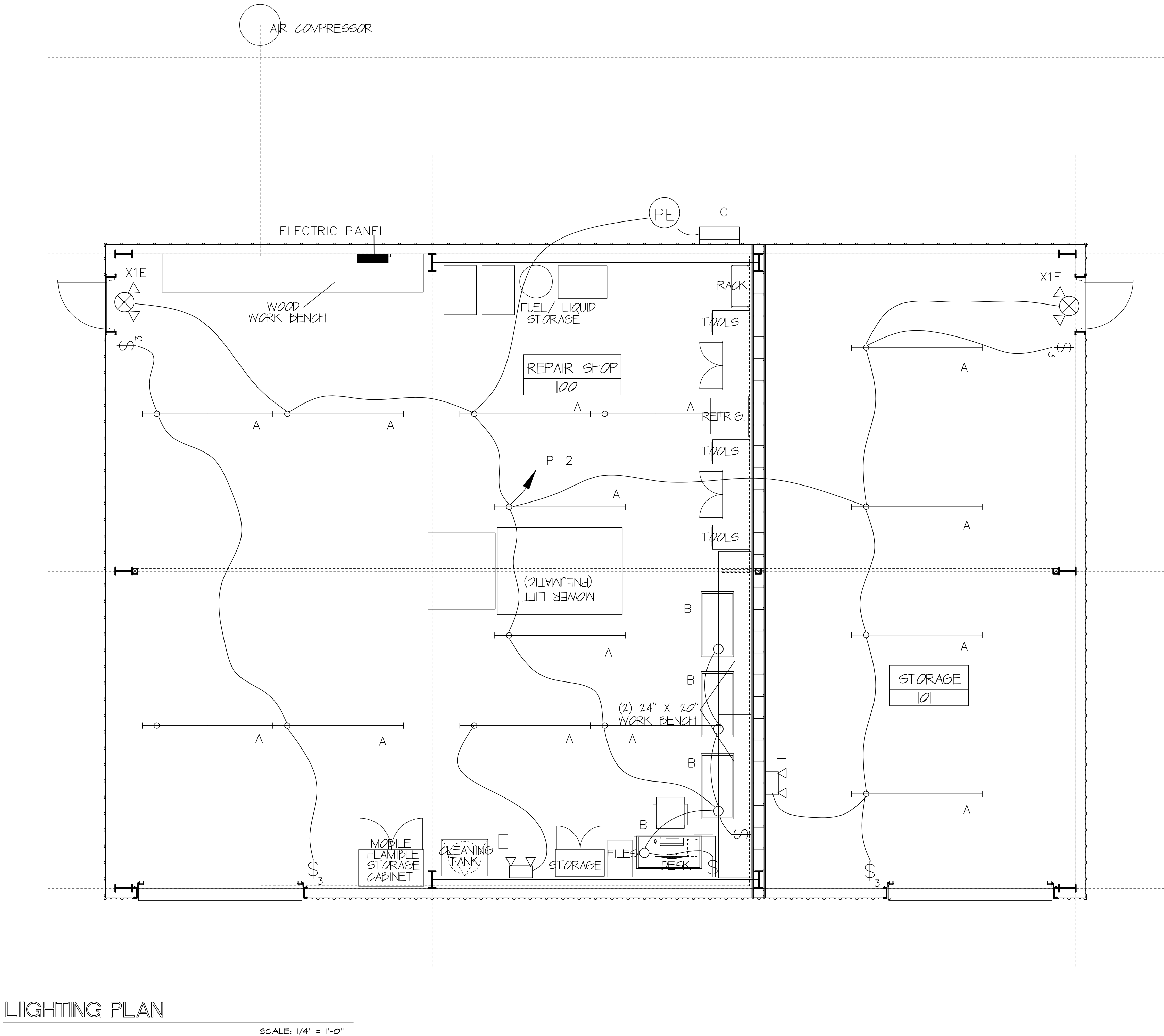
ELECTRICAL LEGEND

	LED flat panel fixture
	Wall-mount (bracket) fixture
	Duplex receptacle
	Duplex receptacle with ground fault circuit interrupter
	Duplex receptacle in weatherproof enclosure
	Duplex receptacle above counter
	Single pole switch
	Three way switch
	Capital letters adjacent to fixtures indicate type
	Disconnect switch
	Photoelectric cell
	Equipment connection
	Electrical panel
	Circuit concealed in ceiling or wall
	Circuit concealed in floor or ground
	Home run to panel. Any without further designation indicates a 2 wire circuit.

LIGHTING FIXTURE SCHEDULE				
TYPE	MANUFACTURER	CATALOG NUMBER	LAMPS	MOUNTING
A	LITHONIA	MVOLT 4000K 9000 LUMENS	INCL. 73 W	8 FT STRIP LED FIXTURE
				MOST OF THESE ARE IN EXISTING BUILDING AND MAY BE RE-USED
B	GENERIC		INCL.	2FT BY 4FT FLAT PANEL LED
C	GENERIC		60W MAX. LED	WP FLOOD (WALL PACK) LED
E	GENERIC		LED INCL	EMERGENCY
X1E	GENERIC		LED INCL	EXIT COMBO WHITE W/ RED LETTERS

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176
(386) 441-2382
FL REG. PE # 54181

NO.	REVISION/ SUBMISSIONS	DATE



**SECTION 00 30 00
PROPOSAL**

FOR

CITY OF HOLLY HILL

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID NO. 20-BG-08

(To be completed in Duplicate)

Heather Barry

Bidder's Name: Jim's Complete Construction,

Submitted: February 1, 20 23

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

To Whom it May Concern:

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

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

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

00 30 00 - 1

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned offers to furnish all materials, equipment and labor for construction of,

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Ninety Four Thousand Six Hundred and Forty Three Dollars

(In Words)

Dollars \$ 94,643 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **60 days**.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

00 30 00 - 2

SUPPLEMENTAL REQUIREMENTS

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

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

REQUIRED DISCLOSURE

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

750,0000,000

00 30 00 - 3

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. <u>1</u>	Dated: <u>1/13/23</u>	Addendum No. Dated: _____
Addendum No. <u>2</u>	Dated: <u>1/25/23</u>	Addendum No. Dated: _____
Addendum No. _____	Dated: _____	Addendum No. Dated: _____

Attached hereto is a cashier's check on the N/A Bank of
N/A or Bid Bond for the sum of
 _____ Dollars (_____),

made payable to N/A (Owner).

Heather Barry

(Name of Bidder) (Affix Seal)

Heather Barry

(Signature of Officer)

MANAGER

(Title of Officer)

Heather Barry

Name of Bidder

1031 Exchange Place, Suite 109

Address

Saint Cloud, FL 34769

City/State/Zip

407-593-8550

Telephone

CGC051998

Contractor's Florida License Number

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

JAMES BARRY, HEATHER BARRY

END OF SECTION

00 30 00 - 4

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL**

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID# 20-BG-08

BID SCHEDULE

Public Works Building Interior Build-Out

Jim's Complete Construction LLC

RESPONDENT

Bid Total: \$94,643 (In Figures)

Unit Pricing

NO	DESCRIPTION	UNIT	UNIT PRICE
1	Gypsum Wall Board	Sheet	\$40-
2	Plywood Sheeting	Sheet	\$90-
3	Light Fixture A	EA	\$300-
4	Light Fixture B	EA	\$175-

Unit pricing is not intended to equal total bid cost, but rather to have unit pricing in place in the event that additive or deductive change orders are required.

Submitted by: Heather Barry
 Contractor: Jim's Complete Construction, LLC
 Address: 1031 Exchange Place, Suite 109. Saint Cloud, FL 34769
 Telephone: 407-593-8550 Fax: _____
 State of Florida Certified General Contractor or Underground Contractor (Required Information)
 Licensee: James Barry License No: CGC051998

00 31 00 - 01

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. *Heather Barry, Jim's Complete Construction, LLC*
- B. Permanent main office address. *1031 Exchange Place, Suite 109. Saint Cloud FL 34769*
- C. When organized. *05/2014*
- D. If a corporation, where incorporated. *FLORIDA*
- E. How many years have you been engaged in the contracting business under your present firm or trade name? *20 Years*
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *See additional sheet*
- G. General character of work performed by your company. *Commercial Renovations, Rehabilitations, Government and Municipal Structure Installations, Residential New Construction and Renovations.*
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? *No*
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. *None*
- I. Have you ever defaulted on a contract? If so, where and why? *No*
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. *See additional Sheet*
- K. List your major equipment *Lull, Excavator, Dingo*.
- L. Experience in construction work similar in type to this project. *See Additional Sheet*
- M. Background and experience of the principal members of your organization, including the officers. *See Additional Sheet*
- N. Credit available: \$ *750,000*

00 32 00 - 1

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

- O. Give bank reference: TRUIST BANK RUTH SOSA 4078922191
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 1 day of February, 2023.

Heather Barry
Name of Bidder
By: Manager

Title

State of Florida

County of Osceola

Heather Barry being duly sworn deposes and says

that he is the manager of Jim's Complete Construction LLC and that

the answers to the _____ foregoing questions

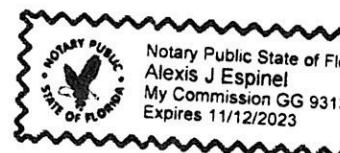
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 1 day of February, 2023.

Alexis J Espinel
Notary Public

Notary Public (Print or Type) My commission expires: _____



00 32 00 - 2

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Electric	Dad's Electric of Central Florida Inc	1) PNP CONSTRUCTION 2) CRISTE CONSTRUCTION 3) COMPLETE CONSTRUCTION LLC
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

00 33 00 - 1

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	HYDRATION WELLNESS	YVONNNE BOSTON	INTERIOR BUILDOUT	YVONNE 4079481483	04/2022-06/22
2	VIDACANN	VIDACANN	INTERIOR ALTERATION	YOS BOUAZIZ 4073016526	8/22-10/22
3	Surterra Wellness	Surterra Wellness	INTERIOR ALTERATION	Yos Bouaziz 4073016526	02/22-04/22

END OF SECTION

00 33 10 - 1

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for **PUBLIC WORKS BUILDING INTERIOR BUILD OUT**.

This sworn statement is submitted by Jim's Complete Construction, LLC whose business address is 1031 Exchange Place, Suite 109, Saint Cloud FL 34769 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-5628694. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Heather Barry any my relationship to the entity named above is Manager.

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

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

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

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

Type text here

00 47 00-1

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

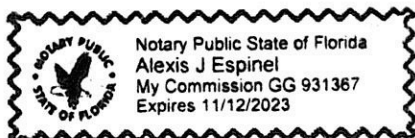
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

(Signature) Heather Barry Date: 2/1/23

State of Florida County of Osceola

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Heather Barry
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
1 day of February, 2023



Alexis Espinel
 Notary Public

My Commission Expires:

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: Jim's Complete Construction, LLC

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

TITLE: Manager

ADDRESS: 1031 Exchange Place, Suite 109

CITY AND STATE: Saint Cloud, FL 34769

TELEPHONE: 407-593-8550

COMPLETION TIME: _____

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

NO BID (REASON) _____

END OF SECTION

00 48 00-1

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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



 VENDOR'S SIGNATURE

END OF SECTION

00 48 50 – 1

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-BG-08

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: Jim's Complete Construction, LLC

Authorized representative (printed): Heather Barry

Authorized representative (signature): Heather Barry

Date: 2/1/23

END OF SECTION

00 48 60 - 1

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 70

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

JIM'S COMPLETE CONSTRUCTION LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

1031 Exchange Place, Suite 109

Requester's name and address (optional)

City, state, and ZIP code

Saint Cloud FL 34769

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

46-5628694

Part II Certification

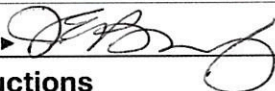
Under penalties of perjury, I certify that:

- 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 ▶

2/1/23

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

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

END OF SECTION

00 48 70 - 1

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as Jim's Complete Construction, LLC organized and existing under the laws of the State of Florida; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City Saint Cloud State of Florida Zip Code 34769, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, materials, equipment for:

Public Works Building Interior Build-Out

herein called for, in strict accordance with the Drawings and Specifications prepared by Hall & Ogle Architects, Inc., which Contract include, but is not limited to, the following Contract Documents:

- | | |
|-------------------|---------------------|
| a. Invitation | e. Insurance |
| b. Instructions | f. Specifications |
| c. Proposal | g. Addenda (if any) |
| d. This Agreement | h. Drawings |

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **60 days**.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$500 (FIVE HUNDRED DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated

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

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$ 94,643 and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 50% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (5%) of the amount of each estimate.
2. .
2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation. ARTICLE V.

- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

00 50 00-2

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

Valerie Manning

Title City Clerk

By _____
Joseph A. Forte

Title _____
City Manager

Heather Barry

CONTRACTOR

WITNESS:

By Heather Barry

END OF SECTION

00 50 00-3

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Osceola

Jim's Complete Construction, LLC being duly sworn according to law, deposes and says (it,

he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida,
 with its supplements and amendments and has insured (its, his, their) liability there
 under in accordance with the terms of said Laws with the

Jack Fields
Insurance Company, under the terms of Policy No. JIWC412088 for a period from
Agency
01/10, 20 23 to 01/10, 20 24.

WITNESS:

[Signature]

CONTRACTOR:

Jim's Complete Construction, LLC [Signature] # 1

By Heather Barry

Title Manager

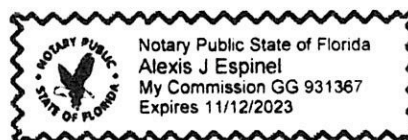
Sworn to and subscribed before me this 1 day of February, 20 23

[Signature]

Notary Public

Alexis Espinel

Notary Public (Print or Type)



My Commission Expires: _____

END OF SECTION

00 66 00 - 01

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 67 00

CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

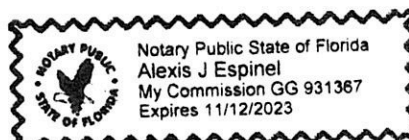
The undersigned as Contractor has heretofore, on the ____ day of _____, 20____, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: 20-BG-08 Public Works Building Interior Build-Out for the Contract Price of \$94,643 in accordance with plans and specifications therefore as prepared by Hall & Ogle Architects, Inc., located at 208 Magnolia Avenue, Daytona Beach, Florida 32114.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this 1 day of February, 2023By Nathan B...
ContractorState of FloridaCounty of OsceolaSworn to and subscribed before me this 1 day of February 2023.Alexis Espinel
Notary Public

My Commission Expires: _____



END OF SECTION 00 67 00 - 01

SECTION 00 08 00A

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

01/20/2023

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 endorse 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 Jack Fields Agency 10 E Monument Ave Kissimmee, FL 34741 License #: A083702	CONTACT NAME: Zaira Torres Sola	FAX (A/C, No): (407)870-9491
	PHONE (A/C, No, Ext): (407)870-5534	E-MAIL ADDRESS: zaira@jackfieldsagency.com
INSURED Jim's Complete Construction LLC 1031 Exchange Place, Suite 109 Saint Cloud, FL 34769	INSURER(S) AFFORDING COVERAGE	
	INSURER A: NorGuard Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00003252-124611

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		JIWC412088	01/10/2023	01/10/2024	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N ☐ N/A					E.L. EACH ACCIDENT \$ 100
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100
						E.L. DISEASE - POLICY LIMIT \$ 500

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

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Avenue, Holly Hill, Florida 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

5.1.b

DATE (MM/DD/YYYY)

01/20/2023

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 POLICY 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 in this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsley Insurance Services, Inc. 1000 EMMETT ST STE 101		CONTACT NAME: David Ragno PHONE (A/C, No, Ext): (407) 261-4252 E-MAIL ADDRESS: info@amsleyinsurance.com FAX (A/C, No): (321) 250-8802
KISSIMMEE	FL 34741-3605	INSURER(S) AFFORDING COVERAGE
INSURED JIMS COMPLETE CONSTRUCTION LLC 1031 Exchange Place, Suite 109 Saint Cloud FL 34769		INSURER A: Western World Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		NPP8716896	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER City of Holly Hill 1065 Ridgewood Avenue Holly Hill, Florida 32117 FL 32117		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Ragno
--	--	--



Ron DeSantis, Governor

Melanie S. Griffin, 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

BARRY, JAMES EDWARD

JIM'S COMPLETE CONSTRUCTION LLC
 2321 EMPEROR DRIVE
 KISSIMMEE FL 34744

LICENSE NUMBER: CGC051998

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Attachment: Exhibit B - Jim's Complete Construction (2023-R-17 : Public Works Building Interior Build-Out)

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARRY, JAMES EDWARD

JIM'S COMPLETE CONSTRUCTION LLC
2321 EMPEROR DRIVE
KISSIMMEE FL 34744

LICENSE NUMBER: CFC1431109

EXPIRATION DATE: AUGUST 31, 2024

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.



**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
PUBLIC WORKS BUILDING INTERIOR BUILD-OUT
BID NO. 20-BG-08**

(To be completed in Duplicate)

Bidder's Name: Saboungi Construction, Inc.

Submitted: February 3, 20 23

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

To Whom it May Concern:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned offers to furnish all materials, equipment and labor for construction of,

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred Five Thousand Seven Hundred Fifty an 00/100 Dollars

(In Words)

Dollars \$ 105,750.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **60 days**.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

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

REQUIRED DISCLOSURE

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

ACKNOWLEDGMENT OF ADDENDA

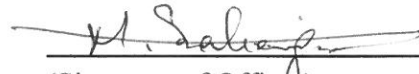
Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 1/13/2023 Addendum No. Dated: _____
 Addendum No. 2 Dated: 1/25/2023 Addendum No. Dated: _____
 Addendum No. _____ Dated: _____ Addendum No. Dated: _____

Attached hereto is a cashier's check on the (No Bond is required) Bank of _____
 or Bid Bond for the sum of _____ Dollars (_____),
 made payable to _____ (Owner).

Saboungi Construction, Inc.

(Name of Bidder) (Affix Seal)


 (Signature of Officer)

President

(Title of Officer)

Saboungi Construction, Inc.

Name of Bidder

290A North US Highway 1

Address

Ormond Beach, FL 32174

City/State/Zip

(386) 672-2077

Telephone

CGC 013521

Contractor's Florida License Number

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

END OF SECTION

00 30 00 - 4

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL**

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID# 20-BG-08

BID SCHEDULE

Public Works Building Interior Build-Out

Saboungi Construction, Inc.
RESPONDENT

Bid Total: \$105,750.00 (In Figures)

Unit Pricing

NO	DESCRIPTION	UNIT	UNIT PRICE
1	Gypsum Wall Board	Sheet	\$70.00
2	Plywood Sheeting	Sheet	\$50.00
3	Light Fixture A	EA	\$80.00
4	Light Fixture B	EA	\$100.00

Unit pricing is not intended to equal total bid cost, but rather to have unit pricing in place in the event that additive or deductive change orders are required.

Submitted by: Mahmoud "Mike" Saboungi

Contractor: Saboungi Construction, Inc.

Address: 290A North US Highway 1, Ormond Beach, FL 32174

Telephone: (386) 672-2077

Fax: (386) 673-4189

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

Licensee: Mahmoud "Mike" Saboungi

License No: CGC 013521

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. Saboungi Construction, Inc.
- B. Permanent main office address. 290A North US Highway 1, Ormond Beach, FL 32174
- C. When organized. 1982
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 41 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached List
- G. General character of work performed by your company. General Contractor
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment Leased As Needed.
- L. Experience in construction work similar in type to this project. See Attached List
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$ 400,000.00

- O. Give bank reference: Truist
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 3rd day of February, 2023.

Saboungi Construction, Inc.

Name of Bidder

By: [Signature] President

Title

State of Florida

County of Volusia

Mahmoud "Mike" Saboungi being duly sworn deposes and says

that he is the President of Saboungi Construction, Inc. and that

the answers to the Saboungi Construction, Inc. foregoing questions

Name of Organization

and all statements therein contained are true and correct.

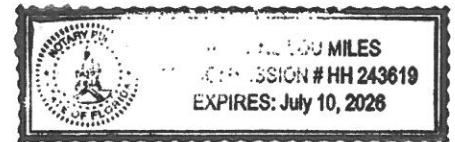
Subscribed and sworn to before me this 3rd day of February, 2023.

[Signature]

Notary Public

Darlene Lou Miles

Notary Public (Print or Type) My commission expires: 7/10/2026



SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Metal Work	Anytime Embeds Inc.	1) Previous Work with our Firm 2) 3)
Electrical Work	J.I.M.S. Electric LLC	1) Previous Work with our Firm 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

00 33 00 - 1

Attachment: Exhibit C - Saboungi Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

✓ Please see attached list

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

END OF SECTION

Attachment: Exhibit C - Saboungi Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for
Public Works Building Interior Build-out _____.

This sworn statement is submitted by Saboungi Construction, Inc. whose business
address is 290A North US Highway 1, Ormond Beach, FL 32174 and (if applicable)
its Federal Employer Identification Number (FEIN) is 59 – 2219055. (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

My name is Mahmoud "Mike" Saboungi any my relationship to the entity named above is
President.

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

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

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

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

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature) M. Sabounji Date: February 3, 2023

State of Florida County of Volusia

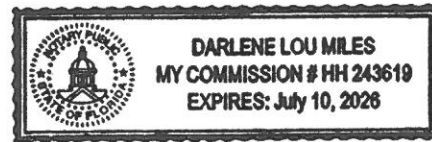
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mahmoud "Mike" Sabounji
who, after first being sworn by me, affixed his/her signature in the space provided above on this
3rd day of February, 2023.

Darlene Lou Miles

Darlene Lou Miles

Notary Public

My Commission Expires: 7/10/2026



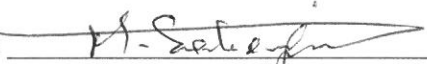
SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: Saboungi Construction, Inc.

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

TITLE: President

ADDRESS: 290A North US Highway 1

CITY AND STATE: Ormond Beach, FL 32174

TELEPHONE: (386) 672-2077

COMPLETION TIME: 60 Days

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

NO BID (REASON) _____

END OF SECTION

00 48 00-1

Attachment: Exhibit C - Saboungi Construction (2023-R-17 : Public Works Building Interior Build-Out)

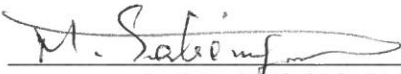
SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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



 VENDOR'S SIGNATURE

END OF SECTION

00 48 50 – 1

Attachment: Exhibit C - Saboungi Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-BG-08

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

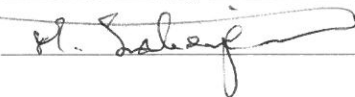
A provision that requires the contractor to comply with public records laws, specifically to:

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: Saboungi Construction, Inc.

Authorized representative (printed): Mahmoud "Mike" Saboungi

Authorized representative (signature): 

Date: February 3, 2023

END OF SECTION

00 48 60 - 1

Attachment: Exhibit C - Saboungi Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 70

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Saboungi 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.) 290A North US Highway 1	Requester's name and address (optional)
	City, state, and ZIP code Ormond Beach, FL 32174	
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 - 2219055

Part II Certification

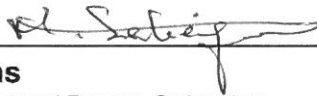
Under penalties of perjury, I certify that:

- 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 ▶ February 3, 2023

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

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

END OF SECTION

00 48 70 - 1



CERTIFICATE OF LIABILITY INSURANCE

5.1.c
DATE 02/01/2023

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 252-9601 E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com FAX (A/C, No): (386) 239-5729		
INSURED SABOUNGI CONSTRUCTION, INC. 290-A NORTH US HIGHWAY 1 ORMOND BEACH FL 32174		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Colony Insurance Company		39999
		INSURER B: Travelers Excess and Surplus Lines Company		29699
		INSURER C: XL Specialty Insurance Company		37888
		INSURER D: Insurance Company of the West		27847
		INSURER E: Westchester Surplus Lines Company		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 22-23 / 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			600GL0033339-02	01/31/2022	03/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-9S688253-22-NF	01/31/2022	03/07/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMPL OPS \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A		WFL 5053442 03	01/31/2023	01/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	INLAND MARINE			UM00061199MA23A	01/31/2023	01/31/2024	LEASED/RENTED \$100,000 DED \$1,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: 20-BG-08 PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

CERTIFICATE HOLDER CITY OF HOLLY HILL 1065 RIDGEWOOD AVENUE HOLLY HILL FL 32117	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

CONTRACTOR'S POLLUTION LIABILITY
 INSURER E
 POLICY #G7165722A 002
 TERM: 01/31/2023 - 01/31/2024
 AGGREGATE: \$2,000,000
 CONTRACTOR'S POLLUTION CONDITION LIMIT: \$1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

- 1) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
- 2) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
- 3) CG2028 1219 - ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT
- 4) CG2404 0509 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 5) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

POLLUTION:

- 1) ENV3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
- 2) ENV3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD
- 3) ENV3253 1218 - PRIMAR AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION
- 4) ENV3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

WORKERS COMPENSATION:

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA/EXCESS LIABILITY:

- 1) EU0001 0716 - EXCESS FOLLOW - FORM UMBRELLA LIABILITY INSURANCE - (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

Attachment: Exhibit C - Saboungi Construction (2023-R-17 : Public Works Building Interior Build-Out)



CERTIFICATE OF LIABILITY INSURANCE

DATE **5.1.c**
2/1/2023

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 POLICY 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 Foundation Risk Partners, Corp. dba Foundation Risk Partners 1540 Cornerstone Blvd., Suite 200 Daytona Beach FL 32117		CONTACT NAME: PHONE (A/C, No, Ext): 386-677-4761 FAX (A/C, No): 386-673-5370 E-MAIL ADDRESS: email@HIPFlorida.com	
License#: L100460 SABOCON-01		INSURER(S) AFFORDING COVERAGE	
INSURED Saboungi Construction Inc Hassan Saboungi 290A N. US 1 Ormond Beach FL 32174		INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES **CERTIFICATE NUMBER:** 926635491 **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 TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4140895900	6/12/2022	6/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

Re: 20-BG-08 Public Works Building Interior Build-Out

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill
1065 Ridgewood Ave
Holly Hill FL

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

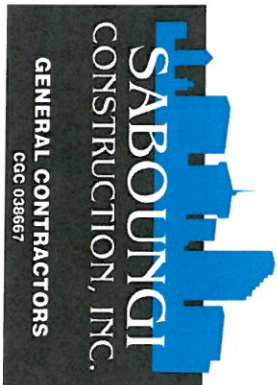
AUTHORIZED REPRESENTATIVE

Chris H. Lybick

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290 North U.S. Highway 1, Suite A
Ormond Beach, FL 32174-4504

Tel (386) 672-2077
Fax (386) 673-4189



M. "Mike" Saboungi
President

Hassan Saboungi
Vice President

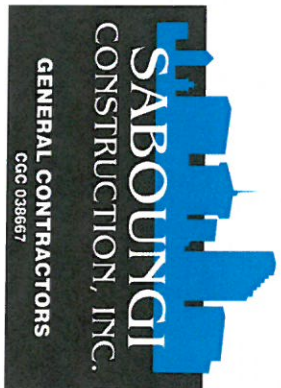
CONSTRUCTION PROJECTS IN PROGRESS

Name of Project	Estimated Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
South Ormond Neighborhood Center Gymnasium	2/23	DJ Design Services Inc. 913 N Nova Rd. Holly Hill, FL 32117 386-255-6987 Dana Smith, AIA dsmith@djdesigninc.com	City of Ormond Beach 22 S Beach St. Ormond Beach, FL 32175 386-676-3269 c 386-615-7049 Shawn Finley, P.E. shawn.finley@ormondbeach.org	
Recreation Center Remodel Port Orange	3/23	DJ Design Services Inc. 913 N Nova Rd. Holly Hill, FL 32117 Dana Smith, AIA 386-255-6987 dsmith@djdesigninc.com	City of Port Orange 1000 City Center Circle Port Orange, FL 32129 Susan Lovallo 386-756-5200 slovall@port-orange.org	
Waterfront Park Dredging, Water Access and Boat Dock	7/23	CPH, Inc 520 Palm Coast Pkwy SW Palm Coast, FL 32137 Nicky Davis 386-445-6569 (x4000) NDavis@cphcorp.com	City of Palm Coast 160 Lake Ave Palm Coast, FL 32164 Eric Gebo, AIA, 386-986-2552 EGebo@palmcoastgov.com	

Name of Project	Amount	Estimated		Owner Address & Phone	References
		Completion Date	Design Architect or Engineer Address & Phone		
V.C. Sheriff's Investigative Serv.	\$71,846.	3/23	Zev Cohen & Associates, Inc. 300 Interchange Blvd Ormond Beach, FL 32174 386-677-2482 Bobby Ball, PE Bball@zevcohen.com	County of Volusia 3811 Tigar Bay RD Daytona Beach, FL 32124 386-248-1761 Jose Alvarez jalvarez@volusia.org	
Dr. Saud Suleiman Residence 1190 John Anderson Dr. Ormond Beach, FL 32176 Custom Residence	\$2,000,000	12/23	S. Zamiri, Inc. 555 W. Granada Blvd. D-3 Ormond Beach, FL 32174 386-212-1015 zamirhome@gmail.com	Saud Elsayed Suleiman 1712 Bordeaux Ct. Port Orange, FL 32128 ssul@aol.com	

290 North U.S. Highway 1, Suite A
Ormond Beach, FL 32174-4504

Tel (386) 672-2077
Fax (386) 673-4189



M. "Mike" Saboungi
President

Hassan Saboungi
Vice President

SOME CONTRACTS COMPLETED IN THE PAST SEVERAL YEARS BY OUR FIRM...

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
Fire Station #32 Parking Lot	\$29,952	6/21	Zev Cohen & Assoc., Inc. 300 Interchange Blvd., Suite C Ormond Beach, FL 32174 Randy Hudak 386-677-2482	County of Volusia 123 W Indiana Ave. DeLand, FL 32720 386-736-5967	
Ponce Preserve Boardwalk Repair Ponce Inlet, FL	\$40,000	6/21	N/A	Town of Ponce Inlet 4300 S Atlantic Ave Ponce Inlet, FL 32127 Jeff Miller, Public Works Director 386-236-2150	Mr. Keith Riger, P.E. Public Services Director
Sperling Sports Complex Field Improvements & Restroom/Concession Building	\$674,265	4/21	CPH Engineers Inc. 500 W. Fulton St. Sanford, FL 32771 407-322-6841 Jason Kellogg, P.E.	City of Deland 120 S Florida Ave. DeLand FL 32121-0449 386-626-7197 Mr. Keith Riger, P.E.	
Dune Crossover Daytona Beach Shores	\$36,500	4/21	N/A	Mr. John Volchko 1099 Walnut Woods Place Lake Mary, FL 32746	

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
North County Lifeguard Tower Replacement	\$214,040	3/21	Hall & Ogle Arch. 208 Magnolia Ave. Daytona Beach, FL 32114 386-255-6163	County of Volusia 123 W. Indiana Ave. Deland FL 32720 Tabatha Freedman, MBA, CPPO, CPPB TFreedman@volusia.org	
Hemaidan Williamson Property Site Development	\$589,600	6/20	Zev Cohen & Assoc. Civil Engineers 300 Interchange Blvd. Ormond Beach FL 32174 386-677-2482 Randy Hudak, P.E. RHudak@Zevcohen.com	Rainbow Development Group LLC 1690 Dunlawton Ave., Ste. 110 Port Orange FL 32127 386-795-4324 Ammar Hemaidan AHemaidan@gmail.com	
One Caring Family ALF 3130 Opportunity Court South Daytona FL 32119	\$1,814,139	07/20	BFY Associates Inc. Roman Yurkiewicz, Arch., Pres. 645 N. Halifax Ave. Daytona Beach FL 32118 386-405-3152 BFY@aol.com	Regina Ashihene, M.D., LLC Regina Ashihene 5856 Boggsford Rd. Port Orange FL 32127 386-451-6871 riasihene@gmail.com	
Daytona Beach International Airport Customs Interview Room	\$36,800	09/20	DJ Design Services, Inc 913 North Nova Road Holly Hill, FL 32117 (386) 255-6987 Mr. Jim Wachtel	County of Volusia 123 W Indiana Ave Deland FL 32724 386-736-5920	
Babe James Splash Park Construction	\$520,986	9/20	CPH Engineers Inc 500 West Fulton St. Sanford, FL 32771 407-322-6841 Jeremiah Owens, P.E.	City of New Smyrna Beach 210 Sams Ave. New Smyrna Beach FL 32168 386-410-2613 Michelle Vallance	
Bay Drive Park Bay Drive off A1A Palm Coast, Flagler Co., FL	\$723,250	4/20	DJ Design Services, Inc. 913 North Nova Road Holly Hill, FL 32117 (386) 255-6987 Mr. Jim Wachtel	Flagler County 1769 E Moody Blvd., Bldg. 2 Bunnell FL 32110 386-313-4001 Amy Kennedy Stroger	

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
Pollard Park Improvements 4680 S Peninsula Dr Ponce Inlet FL 32127	\$820,262	04/20	Mead & Hunt 4401 Eastport Parkway Port Orange FL 32127 386-761-6810 Andrew Giannini, PE portorangebids@meadhunt.com	Town of Ponce Inlet 4300 S Atlantic Ave Ponce Inlet FL 32127 386-236-2180 Ms. Peg Hunt phunt@ponce-inlet.org	
Holland Park Phase II Palm Coast, FL Masonry	\$21,200	3/20	Joseph Pozzuoli, Architect 314 Moody Blvd. Flagler Beach FL 32136 386-439-5650 Mr. Joseph Pozzuoli	BBI Const. Mgmt Inc 4639 NW 53 rd Ave. Gainesville FL 32653 352-338-2073 Mr. Luke Burge	
Halifax Harbor Marina Seawall Restoration 450 Basin St. Daytona Beach, FL 32114	\$334,757	01/20	DRMP 941 Lake Baldwin Lane Orlando FL 32814 407-896-0594	City of Daytona Beach PO Box 2451 Daytona Beach 32115-2451 386-671-8613 Jim Nelson	
Ocean Center Parking Garage Elevator Vestibule Replacement	\$55,400	12/19	DJ Design Inc 913 N Nova Rd. Holly Hill, FL 386-255-6987 Mr. Jim Wachtel	County of Volusia 123 W Indiana Ave DeLand FL 32724 386-736-5920 Shaira D Resto, MBA, CPPB sresto@volusia.org	
Off Beach Parking 650 S Atlantic Ave. Ormond Beach, FL Lifeguard Maintenance Facility & Public Parking	\$1,950,708	10/19	DJ Design Inc 913 N Nova Rd. Holly Hill, FL Mr. Jim Wachtel 386-255-6987	County of Volusia 123 W Indiana Ave DeLand FL 32724 Mr. Niles Czynski 386-736-5920	
Hemaidan Williamson Building 4015 S Williamson Blvd. Port Orange FL 32129	\$60,000	09/19	BFY Associates Inc. 645 N. Halifax Ave. Daytona Beach FL 32118 386-405-3152 Roman Yurkiewicz, Arch., Pres BFY@aol.com	Rainbow Development Gp LLC 1690 Dunlawton Ave, Ste. 510 Port Orange FL 32127-8980 Dr. Amar Hemaidan	

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
27 th Ave Beachfront Park Site & Drainage Improvements 3701 S A1A New Smyrna Beach FL 32168	\$160,400	07/19	Parker Myrnenberg & Assoc Inc 1729 Ridgewood Ave Holly Hill FL 32117 386-677-6891	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach FL 32168 386-424-2209 Kyle Fegley P.E. Kfegley@cityofnsb.com	
Bethune Point Park Observation Pier Repair	\$94,842	05/19	Dredging & Marine Consultants 4643 S Clyde Morris Blvd #302 Port Orange FL 32129 386-304-6505 Mr. Stephen J Kuhn	City of Daytona Beach PO Box 2451 Daytona Beach FL 32115-2451 386-671-8613 Mr. Jim Nelson	
Swoope Boat Ramp Phase 2 Improvements New Smyrna Beach, FL	\$635,611	4/19	Quentin L Hampton Assoc. 4401 Eastport Parkway Port Orange FL 32127 Andrew Giannini, P.E. 386-414-5052 andrew.giannini@meadhunt.com	City of New Smyrna Beach 210 Sams Ave. New Smyrna Beach FL 32168 Kyle Fegley, P.E. 386-424-2209 Kfegley@cityofnsb.com	
Hope Place Library Services Facility Part B Const. Mgmt GMP Daytona Beach, FL	\$900,000	4/19	Hall & Ogle, Arch. 208 Magnolia Ave. Daytona Beach FL 32114 Mr. David Ogle 386-255-6163 dogle@hoarchitects.com	County of Volusia 123 W Indiana Ave Deland, FL 32720 Mr. Gary Morton 386-626-6623 GMorton@volusia.org	
Modad Patricia Medical Office Palm Coast, FL	\$98,864.00	4/19	BFY Associates Inc. Roman Yurkiewicz, Arch. Pres 645 N. Halifax Ave. Daytona Beach FL 32118 386-405-3152 BFY@aol.com	Patricia Modad, M.D. Palm Coast OBGYN Inc. 50 Leanni Way, Suites A3, A4 Palm Coast FL 32137	
Public Safety Docking Facility At Vilano Boat Ramp St. Augustine, FL	\$508,400	10/18	Dredging & Marine Consultants 4643 S Clyde Morris Blvd #302 Port Orange FL 32129 Mr. Shailesh Patel 386-304-6505 spatel@dmces.com	St. Johns County 500 San Sebastian View St. Augustine FL 32084 Jaime Locklear, Asst P.M. 904-209-0158	Mr. Shailesh Patel, P.E. 386-304-6505 spatel@dmces.com

Name of Project	Amount	Completion Date	Design Architect or Engineer Address & Phone	Owner Address & Phone	References
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Hammock Dunes Walkovers	\$739,200	06/18	Stephenson, Wilcox & Assoc. Inc. 204 N Railroad St. Bunnell, FL 32110 Mr. Dan A Wilcox, P.E. 386-407-2363	Hammock Dunes Owners Assn Inc PO Box 353338 Palm Coast FL 32135 Mr. Travis Houck 863-698-2190	
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Dune Walkover Restoration Daytona Beach Shores	\$348,010	05/18	Hall & Ogle, Arch. 208 Magnolia Ave. Daytona Beach FL 32114 Mr. David Ogle 386-255-6163 dogle@hoarchitects.com	City of Daytona Beach Shores 2990 S Atlantic Ave. Daytona Beach Shores FL 32118 Mr. Fred Hiatt 386-763-5353	
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Dune Walkover Reconstruction Group 1	200,960	04/18	Dredging & Marine Consultants 4643 S Clyde Morris Blvd #302 Port Orange FL 32129 Mr. Shailesh Patel 386-304-6505 spatel@dmces.com	County of Volusia 123 W Indiana Ave Deland, FL 32720 Mr. Gary Morton 386-626-6623 GMorton@volusia.org	
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Public Works Restoration South Daytona, FL	39,680	02/18	City of South Daytona	City of South Daytona PO Box 214960 South Daytona FL 32121-4960 Mr. Les Gillis, P.E. Deputy City Manager Public Works Director 386-322-3080 lgillis@southdaytona.org	
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**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
PUBLIC WORKS BUILDING INTERIOR BUILD-OUT
BID NO. 20-BG-08**

(To be completed in Duplicate)

Bidder's Name: Stratum Contracting and Construction Management

Submitted: 3 February, 2023

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

To Whom it May Concern:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned offers to furnish all materials, equipment and labor for construction of,

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

SEVENTY EIGHT THOUSAND SIX HUNDRED AND ONE DOLLARS

(In Words)

Dollars \$ \$78,601.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **60 days**.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

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

REQUIRED DISCLOSURE

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

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. 1 Dated: 13 JAN 23 Addendum No. Dated: _____
 Addendum No. 2 Dated: 25 JAN 23 Addendum No. Dated: _____
 Addendum No. _____ Dated: _____ Addendum No. Dated: _____

Attached hereto is a cashier's check on the NA Bank of
NA or Bid Bond for the sum of
NA Dollars (NA),
 made payable to NA (Owner).

Stratum Contracting and Construction Management
 (Name of Bidder) (Affix Seal)

(Signature of Officer)

Owner / President
 (Title of Officer)

Stratum Contracting and Construction Management

Name of Bidder

45 W 6th Street

Address

Atlantic Beach, FL 32095

City/State/Zip

904-720-2783

Telephone

CBC1264832

Contractor's Florida License Number

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

James T. Smithson (Principal), 811 Paradise Ln, Atlantic Beach, FL 32233

Stratum Contracting and Construction Management, 45 W 6th Street, Atlantic Beach, FL 32233

END OF SECTION

00 30 00 - 4

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID# 20-BG-08

BID SCHEDULE

Public Works Building Interior Build-Out

Stratum Contracting and Construction Management

RESPONDENT

Bid Total: SEVENTY EIGHT Thousand six Hundred and one Dollars
\$ 78,601.00 (In Figures)

Unit Pricing

NO	DESCRIPTION	UNIT	UNIT PRICE
1	Gypsum Wall Board	Sheet	\$18.12
2	Plywood Sheeting	Sheet	\$29.80
3	Light Fixture A	EA	\$122.27
4	Light Fixture B	EA	\$174.74

Unit pricing is not intended to equal total bid cost, but rather to have unit pricing in place in the event that additive or deductive change orders are required.

Submitted by: Richard Van Rickley, Project Manager

Contractor: Stratum Contracting and Construction Management

Address: 45 W 6th Street, Atlantic Beach, FL 32233

Telephone: 904-720-2783

Fax: _____

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

Licensee: James T. Smithson, Stratum Contracting and Construction Management License No: CBC1264832

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. Stratum Contracting & Construction Management, LLC
- B. Permanent main office address. 45 W 6th Street Atlantic Beach, FL 32233
- C. When organized. February 2020
- D. If a corporation, where incorporated. LLC in the state of FL; Certified Service-Disabled Veteran Owned
- E. How many years have you been engaged in the contracting business under your present firm or trade name? Started my own firm 3.1 years ago after working 24+ years for major national corporations around the country (Kroger, Harbor Freight Tools, KB Homes)
- F. Contracts on hand: SBC Condo, \$545,000. July 2023; Residential Expansion, \$235,000. Aug 2023; Talon Resort/Waterpark, \$12.84M May 2024; Residential Addition, \$280,000. tentative Oct or Nov 2023
- G. General character of work performed by your company. Commercial/Residential Construction (FL) and Construction Project Management (National)
- H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. - None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Harbor Freight Tools, \$3.2M Oct 2022; Brookside Condo Complex, \$271,000, July 2022; Residential Reno Atlantic Beach, \$158K, Jan 2023.
- K. List your major equipment 3 HD trucks, Track Loader, Implements, Dump Trailer, Utility Trailer, Full Compliment of Commercial Generators, Power Tools, Safety Barricades etc.
- L. Experience in construction work similar in type to this project. 27+ years in construction to include being fuel certified by API, Parallel Rack Refrigeration certified by Ingersoll Rand and carry a CBC as well as PMP license.
- M. Background and experience of the principal members of your organization, including the officers. Estimator 10 years plus, Owner 27 years plus, Supers all with 10-15 years experience, PMs with 22 years, Office Manager with 40+ years in industry
- N. Credit available: \$250,000.00

00 32 00 - 1

- O. Give bank reference: Chase Bank Ponte Vedra FL - Account Managed by VP of Business Accounts Brain Dow
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 2nd day of February 2023

Name of Bidder
By: Owner / President
Title

State of Florida

County of Duval
James T. Smithson

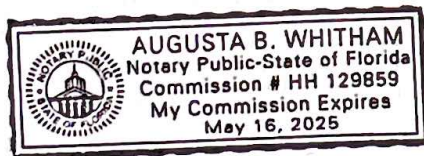
being duly sworn deposes and says
that he is the Owner / President of Stratum Contracting & Construction and that
the answers to the City of Holly Hill Management LLC foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2nd day of February 2023

Augusta B Whitham
Notary Public

Augusta B Whitham

Notary Public (Print or Type) My commission expires: May 16, 2026



SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Framing, Insulation, Drywall, Plywood and Painting	The Harrison Company	1) Stratum Contracting and Construction Management 2) Wilson & Company - Humana Conviva Medical Centers 3) Enirostruct - Paragon Medical Centers and Pharmacies
Electrical	Pure Energy	1) Stratum Contracting and Construction Management (rewired 3000 sqft PEMB in Atlantic Beach) 2) Eric Shieren, Commercial MultiFamily 3) C-Quest, Atlantic Beach
Air Lines	Air Centers of Florida	1) 2) Client has done contracted work for Holly Hill 3)
Steel	HOLBROOK METAL FABRICATION	1) Rise Construction Linden House Apartments St. John's, FL 2) Brasfield & Gorrie St. Vincent's Hospital, St. John's County Florida 3) Stratum Contracting and Construction Management (3000 sqft PEMB in Atlantic Beach)

END OF SECTION

00 33 00 - 1

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Harbor Freight Tools, Reidsville, NC	Universal Retail Development	Interior renovation and exterior parking lot upgrade \$704,641	Jim Reilly	Aug 2020 - Jun 2021
2	Harbor Freight Tools, Rutland, VT	Universal Retail Development	15,600 sqft, 2 acre ground up retail space, \$3.7 million	Jim Reilly	Feb 2021 - Nov 2021
3	Harbor Freight Tools, Troy, NY	Universal Retail Development	15,600 sqft prototype ground up retail space \$3.2 million	Jim Reilly	Nov 2021 - OCT 2022

END OF SECTION

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal or Contract No. 20-BG-08 for City of Holly Hill.

This sworn statement is submitted by James T. Smithson whose business address is 45 W 6th Street, Atlantic Beach, FL 32233 and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4895406. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is James T. Smithson any my relationship to the entity named above is Owner / President.

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

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

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

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

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

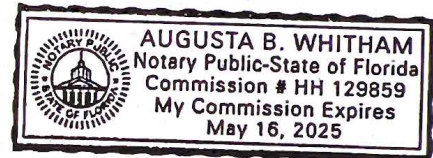
(Signature) _____ Date: 2/2/2023

State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this
2nd day of February 2023

Augusta B. Whitham
Notary Public

My Commission Expires:



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

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

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

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

NAME OF FIRM: Stratum Contracting and Construction Management

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

TITLE: Owner / President

ADDRESS: 45 W 6th Street

CITY AND STATE: Atlantic Beach, FL 32233

TELEPHONE: 904-720-2783

COMPLETION TIME: 12:23 pm. 2 Feb 2023

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

NO BID (REASON) _____

END OF SECTION

00 48 00-1

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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

 VENDOR'S SIGNATURE

END OF SECTION

00 48 50 - 1

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-BG-08

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: Stratum Contracting & Construction Management LLC

Authorized representative (printed): James Smithson

Authorized representative (signature): _____

Date: 1/23/2023

END OF SECTION

00 48 60 - 1

SECTION 00 48 70

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Stratum Contracting & Construction Management LLC	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	☐ Exempt payee
	☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
45 W 6th Street		
City, state, and ZIP code		
Atlantic Beach, FL 32233		
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
84-4895406

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 ▶ 1/23/2023
------------------	----------------------------	------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

END OF SECTION

00 48 70 - 1

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify Stratum Contracting & Construction Management LLC Company has
issued to Finance Department, of the City of Holly Hill, State of
Florida,

the following policy or policies; Public Liability Policy No. SCB-GL-000002648
effective on,

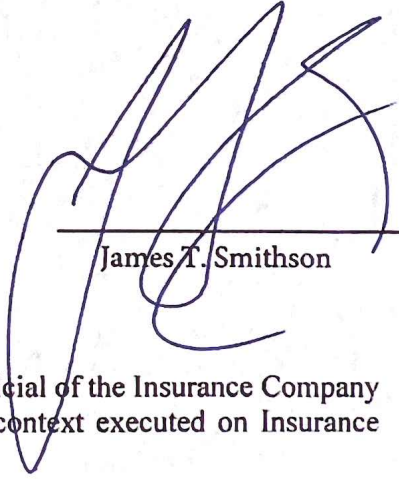
3/2/2022, 3/2 20 23,
limits 1,000,000,

Property Damage Policy No. SCB-GL-000002648 effective on 03/02, 20 22
and expiring

on 03/02, 20 23, limits 1,000,000.

If at any time this coverage is to be canceled, the undersigned will notify the insured and

City of Holly Hill, in writing thirty (30) days prior to
cancellation of
the policy.



James T. Smithson

(This certificate must be made by a duly authorized official of the Insurance Company
carrying the risk, or a separate certificate of similar context executed on Insurance
Company's Standard Form may be attached hereto.)

END OF SECTION

00 65 00

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Duval

James Smithson being duly sworn according to law, deposes and says (it,

he, they) ha_ accepted the Workmen's Compensation laws of the State of Florida,
 with its supplements and amendments and has insured (its, his, their) liability there
 under in accordance with the terms of said Laws with the Frank Crum

_____ Company, under the terms of Policy No. WC202300000 for a period from
1/1/, 20 23 to 1/1, 20 24.

WITNESS: MAA

CONTRACTOR:

Stratum Contracting & Construction
Management LLC
 By _____
 Title Owner/President

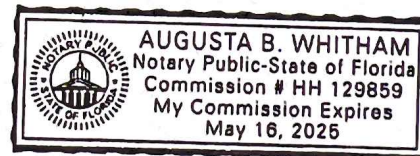
Sworn to and subscribed before me this 2nd day of February, 2023

Augusta B. Whitham

Notary Public

Augusta B. Whitham

Notary Public (Print or Type)



My Commission Expires: May 16, 2025

END OF SECTION

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
PUBLIC WORKS BUILDING INTERIOR BUILD-OUT
BID NO. 20-BG-08**

(To be completed in Duplicate)

Bidder's Name: The Watauga Company

Submitted: 02/03, 2023

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

To Whom it May Concern:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned offers to furnish all materials, equipment and labor for construction of,

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Ninety Three Thousand Four Hundred Thirty Five Dollars
(In Words)

Dollars \$ 93,435.⁰⁰ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **60 days**.

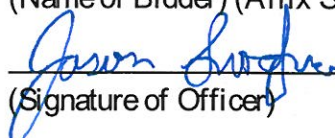
The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. 01 Dated: 01/13/23 Addendum No. Dated: _____
 Addendum No. 02 Dated: 01/25/23 Addendum No. Dated: _____
 Addendum No. _____ Dated: _____ Addendum No. Dated: _____

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

The Watauga Company
 (Name of Bidder) (Affix Seal)

 (Signature of Officer)
President
 (Title of Officer)

The Watauga Company
 Name of Bidder
4275 Capron Road
 Address
Titusville, FL 32780
 City/State/Zip
(321)267-5785
 Telephone
CGC1518889
 Contractor's Florida License Number

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

The Watauga Company
4275 Capron Road
Titusville, FL 32780

END OF SECTION

00 30 00 - 4

Attachment: Exhibit E - The Watauga Company (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID# 20-BG-08

BID SCHEDULE

Public Works Building Interior Build-Out

The Watauga Company
RESPONDENT

Bid Total: \$ 93,435.⁰⁰ (In Figures)

Unit Pricing

NO	DESCRIPTION	UNIT	UNIT PRICE
1	Gypsum Wall Board	Sheet	\$ 35. ⁰⁰
2	Plywood Sheeting	Sheet	\$ 90. ⁰⁰
3	Light Fixture A	EA	150. ⁰⁰
4	Light Fixture B	EA	150. ⁰⁰

Unit pricing is not intended to equal total bid cost, but rather to have unit pricing in place in the event that additive or deductive change orders are required.

Submitted by: Jason L. Snodgrass

Contractor: The Watauga Company

Address: 4275 Capron Road, Titusville, FL 32780

Telephone: (321)267-5785

Fax: (321)383-7338

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

Licensee: Jason L. Snodgrass

License No: CGC1518889

00 31 00 - 01

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. The Watauga Company
- B. Permanent main office address. 4275 Capron Road, Titusville, FL 32780
- C. When organized. 1987
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 35 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached
- G. General character of work performed by your company. General Contracting
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Please see attached
- K. List your major equipment Rental.
- L. Experience in construction work similar in type to this project. Please see attached
- M. Background and experience of the principal members of your organization, including the officers. Please see attached
- N. Credit available: \$ 100,000.00

- O. Give bank reference: Wells Fargo
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 3rd day of February, 20 23.

Name of Bidder The Watauga Company

By: Jason Snodgrass

Title Pres.

State of Florida

County of Brevard

Jason L. Snodgrass being duly sworn deposes and says

that he is the President of The Watauga Company and that

the answers to the The Watauga Company foregoing questions

Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 3rd day of February, 20 23.

John Vogelbacher
Notary Public

John Vogelbacher

Notary Public (Print or Type) My commission expires: 02/08/26



JOHN VOGELBACHER
Notary Public
State of Florida
Comm# HH215100
Expires 2/8/2026

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Steel	Space Coast Steel	1) 2) 3)
Electrical	Bonaccorso Electric	1) 2) 3)
Plumbing	G & W Plumbing	1) 2) 3)
		1) 2) 3)

END OF SECTION

00 33 00 - 1

Attachment: Exhibit E - The Watauga Company (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	OUC Safety & Training Facility Renovations	Orlando Utilities Commission	Renovation of Safety Bldg., Demo,, Drywall, Cabinets, Plumbing \$43,376.00	Jennifer Byers Jbyers@ouc.com	2019
2	Satellite Beach Civic Center Renovation Phase 1 & 2 City of Satellite Beach		Renovated Civic Center incl. demo, concrete, masonry, drywall, finishes, plumbing, HVAC, electrical \$212,000.00	Allen Potter APotter@SatelliteBeach.org	2020
3	FL Fish & Wildlife New Entrance Bldg FL Fish & Wildlife		Replace residence with manufactured building, site work, demo. \$725,000.00	Cyndi Volz Cyndi.volz@MyFWC.com (352)685-6195	2021

END OF SECTION

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

This sworn statement is submitted by The Watauga Company whose business address is 4275 Capron Road, Titusville, FL 32780 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2857836. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Jason L. Snodgrass any my relationship to the entity named above is President.

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

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

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

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

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature) Jason Snodgrass Date: 02/03/23
 State of Florida County of Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jason L. Snodgrass
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
3rd day of February, 2023



JOHN VOGELBACHER
 Notary Public
 State of Florida
 Comm# HH215100
 Expires 2/8/2026

John Vogelbacher
 Notary Public
 My Commission Expires: 02/08/26

Attachment: Exhibit E - The Watauga Company (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: The Watauga Company

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

TITLE: President

ADDRESS: 4275 Capron Road

CITY AND STATE: Titusville, FL 32780

TELEPHONE: (321)267-5785

COMPLETION TIME: 60 days

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

NO BID (REASON) _____

END OF SECTION

00 48 00-1

Attachment: Exhibit E - The Watauga Company (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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



VENDOR'S SIGNATURE

END OF SECTION

00 48 50 – 1

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-BG-08

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

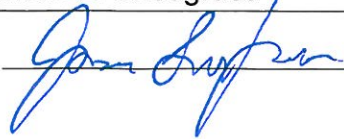
A provision that requires the contractor to comply with public records laws, specifically to:

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: The Watauga Company

Authorized representative (printed): Jason L. Snodgrass

Authorized representative (signature): 

Date: 02/03/23

END OF SECTION

00 48 60 - 1

Attachment: Exhibit E - The Watauga Company (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 70

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) The Watauga Company	
	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.) 4275 Capron Road	Requester's name and address (optional)
	City, state, and ZIP code Titusville, FL 32780	
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 : 2857836

Part II Certification

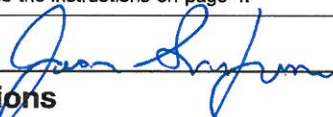
Under penalties of perjury, I certify that:

- 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 ▶ **02/03/23**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

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

END OF SECTION

00 48 70 - 1

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
PUBLIC WORKS BUILDING INTERIOR BUILD-OUT
BID NO. 20-BG-08**

(To be completed in Duplicate)

Bidder's Name: White Hat Construction LLC

Submitted: February 3, 20 ²³

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

To Whom it May Concern:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned offers to furnish all materials, equipment and labor for construction of,

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred Fifty Thousand Twenty Five and Zero Cents

(In Words)

Dollars \$ 150,025.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **60 days**.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. <u>01</u>	Dated: <u>1/13/23</u>	Addendum No. Dated: _____
Addendum No. <u>02</u>	Dated: <u>1/25/23</u>	Addendum No. Dated: _____
Addendum No. _____	Dated: _____	Addendum No. Dated: _____

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of _____ Dollars (_____), made payable to _____ (Owner).

(Name of Bidder) (Affix Seal)

(Signature of Officer)

(Title of Officer)

White Hat Construction LLC
Name of Bidder
1527 Flowerdale Ave
Address
Orlando, FL 32814
City/State/Zip
407-658-4153
Telephone
CGC057458
Contractor's Florida License Number

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

Errol Greenidge, President 12610 Country Meadow Court, Orlando FL 32828

END OF SECTION

00 30 00 - 4

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

PUBLIC WORKS BUILDING INTERIOR BUILD-OUT

BID# 20-BG-08

BID SCHEDULE

Public Works Building Interior Build-Out

White Hat Construction
~~LLC~~ **RESPONDENT**

Bid Total: 150,025.00 (In Figures)

Unit Pricing

NO	DESCRIPTION	UNIT	UNIT PRICE
1	Gypsum Wall Board	Sheet	17.25
2	Plywood Sheeting	Sheet	28.60
3	Light Fixture A	EA	45.00
4	Light Fixture B	EA	45.00

Unit pricing is not intended to equal total bid cost, but rather to have unit pricing in place in the event that additive or deductive change orders are required.

Submitted by: Errol Greenidge

Contractor: White Hat Construction LLC

Address: 1527 Flowerdale Ave Orlando, FL 32807

Telephone: 407-653-4153

Fax: 407-207-5887

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

Licensee: Errol Greenidge

License No: CGC057458

SECTION 00 47 00

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

This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

This sworn statement is submitted by Errol Greenidge whose business address is 1527 Flowerdale Ave Orlando, FL 32807 and (if applicable) its Federal Employer Identification Number (FEIN) is 86-1447071. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Vernon Cudjoe any my relationship to the entity named above is CO WORKER.

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

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

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

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

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

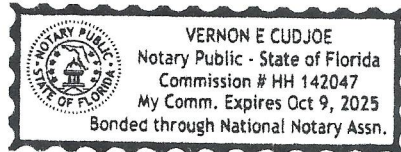
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

(Signature) Errol Greenidge Date: 2/2/23

State of FLORIDA County of ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ERROL GREENIDGE
who, after first being sworn by me, affixed his/her signature in the space provided above on this
2ND day of FEB, 2023



Vernon Cudjoe
Notary Public

My Commission Expires: 10/9/25

Attachment: Exhibit F - White Hat Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. White Hat Construction LLC
- B. Permanent main office address. 1527 Flowerdale Ave Orlando, FL 32807
- C. When organized. 12/2020
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 2yrs
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. General Contracting
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment None
- L. Experience in construction work similar in type to this project. Yes
- M. Background and experience of the principal members of your organization, including the officers. See Resume attached
- N. Credit available: \$

- O. Give bank reference: Miknaly's Torres - Branch Manager
407-649-5542
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 2 day of February, 20 23.

White Hat Construction LLC
Name of Bidder
By: Errol Sheenidge
Title

State of FLORIDA

County of ORANGE

_____ being duly sworn deposes and says
that he is the PRESIDENT of WHITE HAT and that
the answers to the WHITE HAT foregoing questions
Name of Organization
and all statements therein contained are true and correct.

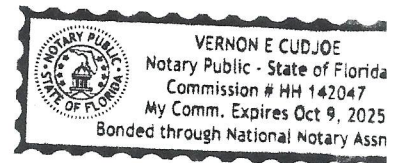
Subscribed and sworn to before me this 2ND day of FEB, 2023.

VERNON CUDJOE

Notary Public

Vernon Cudjoe

Notary Public (Print or Type) My commission expires: 10/9/25



SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

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

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

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

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



VENDOR'S SIGNATURE

END OF SECTION

00 48 50 - 1

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: White Hat Construction LLC

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

TITLE: President

ADDRESS: 1527 Flowerdale Ave

CITY AND STATE: Orlando, FL 32807

TELEPHONE: 407-658-4153

COMPLETION TIME: 60 Days

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

NO BID (REASON) _____

END OF SECTION

00 48 00-1

Attachment: Exhibit F - White Hat Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

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

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	It Sugar	Ameri Works Solutions	Interior Build Out for Store #1151 at Millenia Mall, included demo, lighting, signage, drywall, fl looring, HVAC, plumbing \$130	Mark Gordon 917-612-1500	03/01/22-05/01/22
2	Portable Additions -OCPS	Charles Perry Partners	Install 3 portables, electrical, fire alarm, intercom, low voltage, audio enhancement \$340K	Jason Warrick 407-494-7091	10/20-01/21
3	Continuing Services Contract-OCPS	Orange County Schools Facilities	Maintenance services for various schools 1M	Jill Poolman 407-317-37 00	2015-2020

END OF SECTION



WHITE HAT CONSTRUCTION LLC

ERROL GREENIDGE, CGC, EC Senior Project Manager		Years with this Firm: 2 Years Years in Construction Industry: 35 Years
	Roles/Responsibilities: Errol is involved in projects from preconstruction to close-out. He oversees planning, organizing, budgeting, scheduling and financial aspects of the project and works closely with the owner's representatives, architect and other consultants. He monitors project schedules to ensure timely completion.	Education: Pratt Institute, 80 Bachelor of Electrical Engineering Florida Institute of Technology, 88 Master of Business Administration Registrations, Licenses or Certifications: State of Florida CGC 057458, State of Florida EC 0001355; Optical Fiber Communication, Satellite Comm., Transmission Systems @ GWU; OSHA 30 Hour Training

PROJECT EXPERIENCE/Qualifier/Senior Project Manager

Project Name/Scope	Size	Project Duration
Metro West Elementary School/Celectsys – This school project consisted of Classroom additions and renovations. The work included 2 new classroom buildings, 1 new Administration Building, 1 new PE Building and the renovation of existing buildings 1 thru 8. As the Prime Electrical contractor we completed all electrical work for the project.	\$2 million	2008-2010
Hunters Creek Elementary School/Celectsys – This state-of-the-art facility includes Comprehensive Renovation of the Elementary to K-8 facility. As the Prime electrical contractor we completed the electrical, communication, safety & security scope on the project	\$1.2 million	2009-2010
Citrus Bowl Stadium-Phase I /Celectsys – This City of Orlando reconstruction/improvements project work included structural and new lighting. We completed the new lighting for Phase I	\$700,000	2009-2010
Robert E Lee Middle School /Celectsys – This project was the Comprehensive Renovation of the campus including a building addition and the renovation & addition of modular classrooms. As Prime Electrical contractor we completed all electrical work.	\$2.6 million	2009-2010
Pinewood Elementary School/Celectsys – This comprehensive needs upgrades project to the existing school included technology upgrades to class-rooms, power and premise distribution support, added speakers to the bus and parent drop-off areas	\$57,000	2009
Orlando Events Center Parking Garage – This JV Tri-City/Celectsys was the construction of parking garage. Prime Electrical contractor we completed all electrical work for the project, exterior lighting, lighting protection, communications (equipment, backbone cabling, horizontal cabling), access control, garage door control, video surveillance.	\$1.3 million	2009
University High School /Celectsys – This new Classroom Building for Orange County Public Schools. As Prime Electrical contractor we completed the conveying systems electrical, communications, and electrical safety & security scopes of work.	\$600,000	2010-2011

Attachment: Exhibit F - White Hat Construction (2023-R-17 : Public Works Building Interior Build-Out)

Oak Ridge High School-OCPS/Celctsys: This school project consisted of a Classroom addition to the campus. As the Prime Electrical contractor, we completed all electrical work for the project.	\$70,000	7-2013
Cypress Creek High School HVAC Upgrades-OCPS/Celectedsys: This school project consisted of the upgrading the Media Center HVAC System. As the Prime Electrical contractor, included installing new Outdoor site lighting controls that integrated with the new EMS and controlled by OCPS main downtown Hub, upgrade the electrical power distribution system to support the new HVAC upgrade.	\$90,000	8-2014
West Livingston Street Lighting-City of Orlando/Celectedsys: This street lighting project included the installation of streetlights. Prime Electrical contractor.	\$120,000	2-2018
Holly Ave/Coleman Ave Street Lighting-Volusia County/Celectedsys: This street lighting project included the installation of streetlights. Prime Electrical contractor.	\$225,000	6-2019
Continuing Services Electrical Contract-Orange County Public Schools/Celectedsys: This maintenance services contract included electrical services for various schools. The scope of services included electrical identification, raceways and conduits, outlet boxes, lighting control devices, grounding and bonding, interior lighting, transformers, etc.	\$1 million	2015-2020
Portable Additions (3) High Schools_OCPS/Celectedsys: This school project consisted of the addition of 3 portables. As the Prime Electrical contractor, the scope included the install of electrical, fire alarm, intercom, low voltage & audio enhancement.	\$340,000	1-2021

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-BG-08

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: White Hat Construction LLC

Authorized representative (printed): Errol Greenidge

Authorized representative (signature): Errol Greenidge

Date: 2/3/23

END OF SECTION

00 48 60 - 1

Attachment: Exhibit F - White Hat Construction (2023-R-17 : Public Works Building Interior Build-Out)

SECTION 00 48 70

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)
White Hat Construction LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

1523 Flowerdale Ave

City, state, and ZIP code

Orlando, FL 32807

Requester's name and address (optional)

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

86 1447071

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 ▶

Enrol Ahreondik

Date ▶

2/3/23

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

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

END OF SECTION

00 48 70 - 1

Attachment: Exhibit F - White Hat Construction (2023-R-17 : Public Works Building Interior Build-Out)



February 6, 2023

Steven Juengst
Public Works Administrative Manager
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Re: Bid Recommendation for:
Public Works Building Interior Build-Out
Bid #20-BG-08

Steve:

We have reviewed the apparent low bidder Stratum Contracting and Construction Management LLC, and their bid. The company appears to be a good construction firm that is well able to complete the work in the time provided. As you know they are approximately \$19,000 lower than the next bid. I reviewed this with the company's estimator and president of the company and they stated they are good with their price.

I recommend that the City of Holly Hill accept Stratum's bid of \$78,601 .00.

We look forward to working with them and you on this needed project.

Respectfully,

John E. Hall, Principal/President
Hall & Ogle Architects, Inc.



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

**City Commission
Resolution**

MEETING DATE: February 28, 2023
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Appointing a Member to Serve as the City's Representative on the Volusia County Opioid Abatement Funding Advisory Board; and Providing for an Effective Date.
NUMBER: 2023-R-18
APPLICANT:
PLANNER:

DISCUSSION:

On December 14, 2021 the City Commission approved a Memorandum of Understanding (MOU) governing use of Volusia County Regional Opioid Settlement Funds and authorizing the City Manager to make an appointment to an Advisory Board. That County board is called the "*Opioid Abatement Funding Advisory Board*".

That MOU provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's abatement plan and funding considerations consistent with the abatement plan and State MOU.

This board will include utilizing information, data, and projections provided by the Opioid Taskforce. The Opioid Abatement Funding Advisory Board membership shall be comprised of one member from each municipality appointed for two-year terms. The city desires to appoint Captain Chris Yates at the pleasure of the City Commission who shall serve as a voting member.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the appointment of Captain Chris Yates to the Volusia County Opioid Abatement Funding Advisory Board.

COMMISSION GOAL:

N/A

MOTION:

APPROVE APPOINTING A MEMBER TO SERVE AS THE CITY'S REPRESENTATIVE ON THE VOLUSIA COUNTY OPIOID ABATEMENT FUNDING ADVISORY BOARD.

ATTACHMENTS:

- APPROVED - Interlocal Agreement - Opioid Settlement Funds (PDF)
- Opioid Interlocal Agreement - Signed and Executed (PDF)
- Exhibit A - Schedule for Core Strategies for Opioids (PDF)

Resolution No. 2023-18**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO SERVE AS THE CITY'S REPRESENTATIVE ON THE VOLUSIA COUNTY OPIOID ABATEMENT FUNDING ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.****A RESOLUTION OF THE CITY OF HOLLY HILL APPOINTING A MEMBER TO SERVE AS THE CITY'S REPRESENTATIVE ON THE VOLUSIA COUNTY OPIOID ABATEMENT FUNDING ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a local, state, and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, on December 14, 2021 the City Commission approved a Memorandum of Understanding with the State of Florida relating to allocation and use of proceeds from such settlements by distribution into a State Fund, Regional Funds, and individual City/County Funds; and

WHEREAS, on October 25, 2022 the City Commission approved an Interlocal Agreement between Volusia County and participating cities in Volusia County, including The City of Holly Hill, governing use of Volusia County regional opioid settlement funds; and

WHEREAS, the Interlocal Agreement provides for establishment of an Opioid Abatement Funding Advisory Board, with board members to be appointed by each participating local government entity in Volusia County, which shall review and make recommendations for Volusia's County's opioid abatement plan and funding considerations consistent with the State Memorandum of Understanding; and

WHEREAS, the City desires to appoint a member to serve as the City's representative on the Volusia County Opioid Abatement Funding Advisory Board; and

WHEREAS, the appointee will serve as a voting member reviewing proposals submitted for consideration to be funded by opioid settlement regional funds for the mitigation and prevention of opioid abuse; and

WHEREAS, the appointee must have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, and will serve for a two-year term at the pleasure of the City Commission.

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

SECTION 1. The City Commission hereby appoints Captain Chris Yates to serve as the City's representative on the Volusia County Opioid Abatement Funding Advisory Board to serve as a voting member, as referenced in the Recitals.

SECTION 2. The person appointed herein shall be a member of the Volusia County Opioid Abatement Funding Advisory Board only so long as he remains qualified.

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

APPROVED AND AUTHENTICATED on this 28th day of FEBRUARY, 2023.



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

**City Commission
Agenda Item**

5.2.a

MEETING DATE: December 14, 2021
FROM: Joseph Forte
SUBJECT: Interlocal Agreement - Opioid Settlement Funds
NUMBER: (ID # 3567)
APPLICANT:
PLANNER:

DISCUSSION:

A local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation. In April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County.

The Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU.

As a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts.

Lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804.

The Attorney General for the State of Florida anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs. The Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds. It is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit "A".

Local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU.

Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County and currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system;

The State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an Interlocal Agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data.

This Interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's abatement plan and funding considerations consistent with the abatement plan and State MOU.

The Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by the County Council (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or "Advisory Board"), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

The Opioid Abatement Funding Advisory Board membership shall be comprised of one member from each municipality appointed for two-year terms.

FISCAL ANALYSIS:

No Fiscal Impact

STAFF

RECOMMENDATION:

For the City Commission to Approve the attached Interlocal Agreement Governing use of Volusia County Regional Opioid Settlement Funds and authorize the City Manager to make one appointment to the Advisory Board.

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:

TO APPROVE THE ATTACHED INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY REGIONAL OPIOID SETTLEMENT FUNDS AND AUTHORIZE THE CITY MANAGER TO MAKE ONE APPOINTMENT TO THE ADVISORY BOARD.

- Interlocal Agreement - opioid settlement 2021.12.09 FINAL (PDF)
- Exhibit A - Core Strategies + Approved Uses[1] (3) (PDF)

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

INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY
REGIONAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 26 day of January 2022, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, ~~the City of Oak Hill~~; the City of Orange City; the City of Ormond Beach; ~~the Town of Pierson~~; the Town of Ponce-Inlet; the City of Port Orange; ~~and the City of South Daytona~~; hereinafter referred to as the "Cities."

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Volusia County and the municipalities therein are not immune from this nationwide crisis; an

WHEREAS, in April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the

nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programming to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Volusia County and within certain municipalities within Volusia County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Volusia County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: Deltona, Daytona Beach, Ormond Beach, and Daytona Beach Shores, (hereinafter referred to as the "MDL Cities") and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as

the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit A; and

WHEREAS, the parties recognize that local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County; and

WHEREAS, Volusia County currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system; and

WHEREAS, the State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, this interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's

abatement plan and funding considerations consistent with the abatement plan and State MOU; and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Volusia County is a "Qualified County" to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. DEFINITIONS

- A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.
- B. "Volusia County Regional Funding" shall mean the amount of the Regional Funding paid to Volusia County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Volusia County to become a Qualified County and directly receive Volusia County Regional Funding; and
- B. Execution of all documents necessary to effectuate the State MOU in its final form; and
- C. Volusia County being determined by the State of Florida to qualify as a "Qualified County" to receive Regional Funding under the State MOU; and

- D. Filing of this Agreement with the Clerk of the Circuit Court for Volusia County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (1) year after the expenditure of all Volusia County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement..

Section 5. BOARD

- A. Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by this Interlocal Agreement (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or "Advisory Board"), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

- i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. ~~One member appointed by the City of Lake Helen;~~
9. One member appointed by the City of New Smyrna Beach;
10. ~~One member appointed by the City of Oak Hill;~~
11. One member appointed by the City of Orange City;
12. One member appointed by the City of Ormond Beach;
13. ~~One member appointed by the Town of Pierson;~~
14. One member appointed by the Town of Ponce Inlet;
15. One member appointed by the City of Port Orange;
16. ~~One member appointed by the City of South Daytona;~~
17. One member appointed by the Volusia County Council.

- B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory

Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum.

- C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:
- a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.
 - b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.
 - c. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.
 - d. The Opioid Abatement Funding Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List," "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.
- D. The County shall perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance

with the procurement process in Chapter 2 of the Code of Ordinances, County of Volusia.

- E. Volusia County Regional Funding may be used to enhance current programs or develop new programs consistent with the State MOU. Regional funding is not intended to supplant current funding sources and general funds, and staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.
- F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the County Council for approval. The County Council shall approve Opioid Abatement Funding Advisory Board recommendations by a majority vote of the members present unless the County Council rejects such recommendations by a majority vote of the County Council members present. In the event of such rejection, the County Council shall determine and approve by a majority vote of the members present the expenditure of the Regional Funds in accordance with the State MOU.
- G. The Opioid Abatement Funding Advisory Board shall recommend and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding

Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that local governmental entity receives Volusia County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Volusia County Regional Funds.

Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Volusia County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the

County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the County Council.

Section 9. INDEMNIFICATION

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

Section 10. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 11. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 12. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section

163.01(11), Florida Statutes.

Section 13. GOVERNING LAW

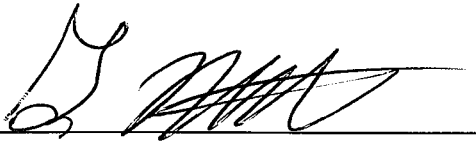
The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

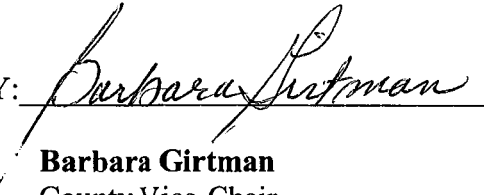
[SIGNATURE PAGES TO FOLLOW]

ATTEST:

COUNTY OF VOLUSIA, a political
subdivision of the State of Florida

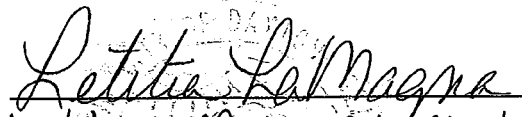


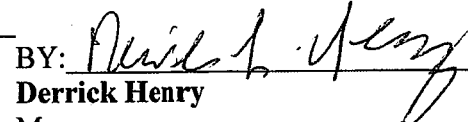
George Recktenwald
County Manager

BY: 

Barbara Girtman
County Vice-Chair

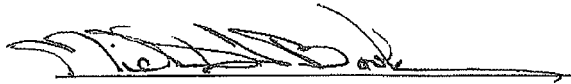
DATE: 1/26/22

ATTEST:**CITY OF DAYTONA BEACH, a**
Florida municipal corporation

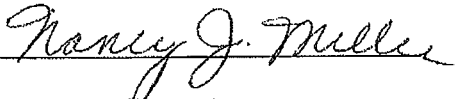
Letitia LaMagna, City Clerk
BY: _____
Derrick Henry
MayorDATE: 1-21-22

ATTEST:

CITY OF DAYTONA BEACH
SHORES, a Florida municipal
corporation



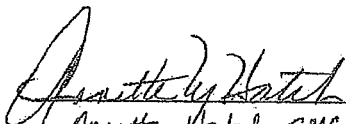
Michael T. Booker, City Manager

BY: 

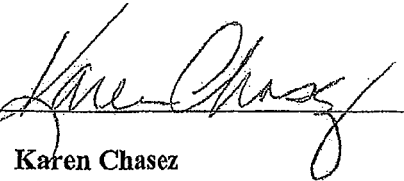
Nancy J. Miller, Mayor

DATE: Dec. 14, 2021

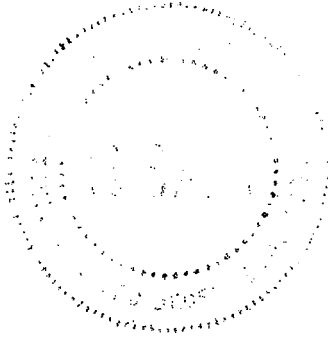
ATTEST:**CITY OF DEBARY**, a Florida municipal
corporation


Annette Hatch, CMC, City Clerk

BY:

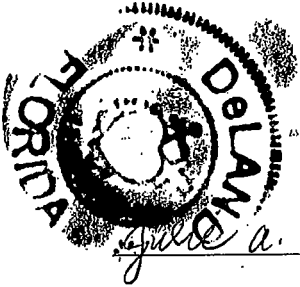

Karen Chasz
Mayor

DATE: January 5, 2022



ATTEST:

CITY OF DELAND, a Florida municipal
corporation



Julie A. Hennessy

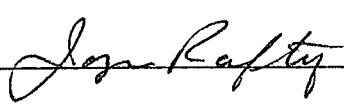
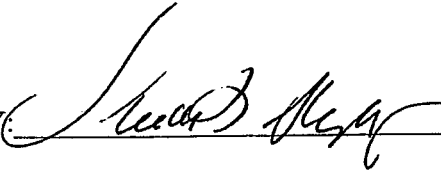
BY:

Robert F. Apgar

Robert F. Apgar
Mayor

DATE: 1.3.2022

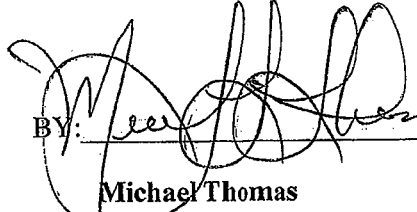
ATTEST:

CITY OF DELTONA, a Florida
municipal corporation
_____BY: 
_____Heidi K. Herzberg
MayorDATE: 1-3-22

ATTEST:

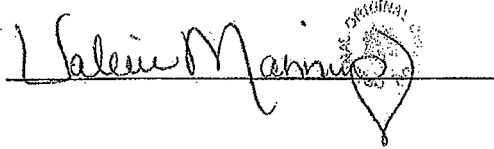


CITY OF EDGEWATER, a Florida
municipal corporation

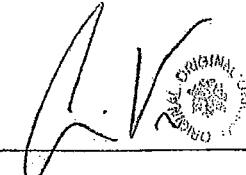
BY: 
Michael Thomas
Mayor

DATE: 1/10/2022

ATTEST:

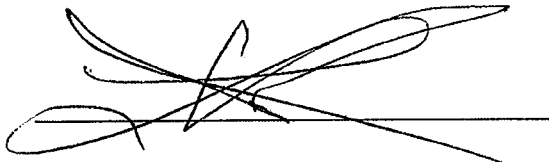
CITY OF HOLLY HILL, a Florida
municipal corporation
Valerie Manning

DATE: 12/16/21


BY: Chris Via
Mayor

ATTEST:

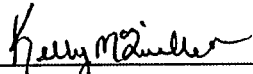
CITY OF LAKE HELEN, a Florida
municipal corporation

A large, stylized handwritten signature in black ink, appearing to be a cursive representation of a name, possibly "Cameron Lane".

BY: _____

Cameron Lane
Mayor

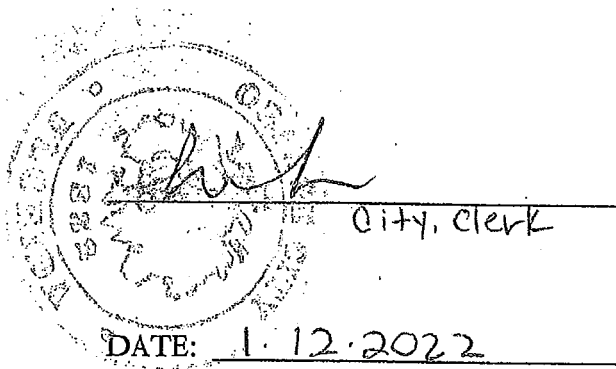
DATE: 1/26/22

ATTEST:**CITY OF NEW SMYRNA BEACH, a**
Florida municipal corporation

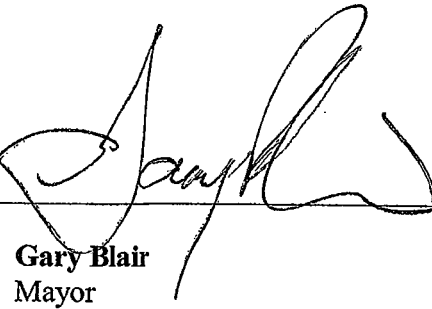
Kelly McQuillen
City Clerk
BY: _____
Russ Owen
MayorDATE: 1/11/2022

ATTEST:

CITY OF ORANGE CITY, a Florida
municipal corporation



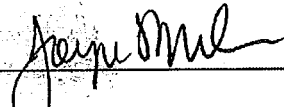
BY:



Gary Blair
Mayor

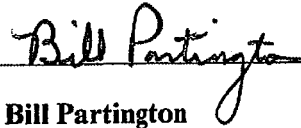
ATTEST:

CITY OF ORMOND BEACH, a Florida
municipal corporation



Joyce A. Shanahan
City Manager

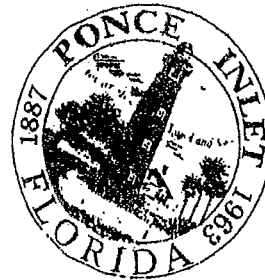
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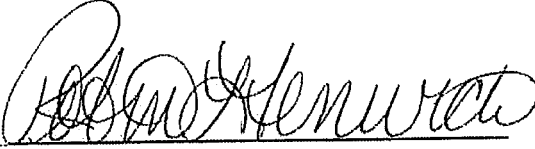


Bill Partington
Mayor

DATE: January 18, 2022

ATTEST:

TOWN OF PONCE INLET, a Florida
municipal corporationKim ChubanoBY: Lois A. ParitskyLois A. Paritsky
MayorDATE: 12/17/2021

ATTEST:**CITY OF PORT ORANGE**, a Florida
municipal corporation

BY:

**Donald O. Burnette**
MayorDATE: 1/18/2022

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.
- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
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1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
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5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

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1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.