

## STANDARD FORM CONSTRUCTION BID AGREEMENT

**THIS AGREEMENT** is dated as of the 28th day of September in the year 2021 by and between Santa Rosa County, a political subdivision of the state of Florida (hereinafter called Owner) and Adam Motes Construction, LLC (hereinafter-called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**REHABILITATION OF THE RESIDENCE LOCATED AT 6618 CLAYTON LANE, MILTON, FL 325700 AS PRESCRIBED IN ITB 21-047.**

### **Article 2. ENGINEER.**

The Project has been designed by

**IRBY & VOELKEL ENGINEERING**

Who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed within **45** calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within **30** calendar days after the date when the Contract Times commence to run.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed by the Owner. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3. for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3. for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

3.3 Liquidated Damages are based upon the original contract amount, as established by Santa Rosa County. Liquidated damages, based upon the original contract amount of \$39,920.00, will be Two-Hundred-Fifty Dollars (\$250.00) per calendar day.

**LIQUIDATED DAMAGES SCHEDULE**

Phase	Begin Date	Consecutive Calendar Days to Complete	Liquidated Damages
1	Notice to Proceed	10	<b>Daily Rate as Referenced on ITB 21-047</b>
Entire Project	Notice to Proceed	45	<b>Daily Rate as Referenced on ITB 21-047</b>

**Article 4. CONTRACT PRICE.**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is Thirty-Nine Thousand Nine Hundred Twenty Dollars (\$39,920.00) as per the attached Contractor bid.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer.

**Article 5. PAYMENT PROCEDURES**

Contractor shall submit Application for Payment in accordance with Contract. Applications for Payment will be processed by Engineer as provided in the contract.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work

5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold.

95 % of Work completed (with the balance being retainage). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will bereduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of Work completed (with the balance being retainage).

95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor

to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold..

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

5.2 *Final Payment.* Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

5.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

### 5.3 Payments Withheld

5.3.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

5.3.1.1 Defective Work not remedied;

5.3.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

5.3.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

5.3.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5.3.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;

5.3.1.7 Failure to provide accurate and current "As-Built"; or

5.3.1.8 Any other material breach of the Contract Documents.

5.3.2 If these conditions in Subsection 5.3.1 are not remedied or removed, the County may after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

## **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Project Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and

site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Bid documents. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown, indicated in the Contract Documents with respect to Underground Facilities at, or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement
- 7.2 Exhibit A - Contractor's Bid
- 7.3 Exhibit B- Civil Rights Requirements
- 7.4 Exhibit C – Federal Requirements
- 7.5 Exhibit D – Vendors on Scrutinized Companies List
- 7.6 Any other documents necessary to clarify and memorialize the agreement between Contractor and Owner.

## **Article 8. PUBLIC RECORDS**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**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 WANDA PITTS AT (850) 983-1925 or wandap@santarosa.fl.gov.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- 8.1 Keep and maintain public records required by the County to perform the service.
- 8.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 8.3 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 consultant does not transfer the records to the County.
- 8.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the 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.

## **Article 9. AUDIT**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

## **Article 10. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment. Further, Owner may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

#### **Article 11. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES**

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

#### **Article 12. MISCELLANEOUS.**

12.1 Terms used in this Agreement which are defined in the Bid documents.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision

12.5 All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

#### **Article 13. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this

Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **Article 14. CIVIL RIGHTS.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **ARTICLE 15. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or

another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **ARTICLE 16. COMPLIANCE WITH LAWS.**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **ARTICLE 17. CONFLICT OF INTEREST.**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

#### **ARTICLE 18. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.



**ARTICLE 19. THIRD PARTY BENEFICIARIES.**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**ARTICLE 20. INDEMNIFICATION AND WAIVER OF LIABILITY.**

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**ARTICLE 21. TAXES AND ASSESSMENTS.**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**ARTICLE 22. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

#### **ARTICLE 23. PROCUREMENT OF RECOVERED MATERIALS.**

Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **ARTICLE 24. DEBARMENT AND SUSPENSION.**

Contractor as part of the procurement response has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently debarred or otherwise disqualified

from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

#### **ARTICLE 25. MINORITY/WOMEN'S BUSINESS ENTERPRISES.**

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

#### **ARTICLE 26. SPECIAL CONDITIONS – ADDITIONAL FEDERAL REQUIREMENTS.**

As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

#### **ARTICLE 27. GRANT OR AGREEMENT REQUIREMENTS.**

The County is in receipt of a grant or agreement identified as Local Housing Assistance Plan (LHAP) which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

#### **ARTICLE 28. INCONSISTENCIES AND ENTIRE AGREEMENT.**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**ARTICLE 29. SEVERABILITY.**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**ARTICLE 30. ENTIRE AGREEMENT.**

This Agreement and Exhibits A-C contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

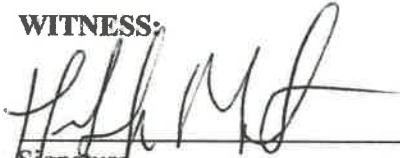
**ARTICLE 31. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY.**

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on September 28, 2021 (which is the Effective Date of the Agreement).

WITNESS:

  
Signature

BY:   
Adam Motes, Owner

Heather Motes  
Print Name

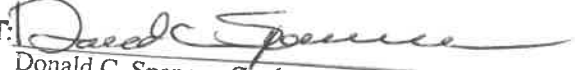
ATTEST:

SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer, Clerk of Court

BY:   
David C. Piech, Chairman



EST:   
Donald C. Spencer, Clerk of Court

# **SANTA ROSA COUNTY, FLORIDA**



**ITB 21-047 Housing Rehab. - 6618 Clayton Lane, Milton, FL**

**July 2021**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

**SECTION I.**  
**INVITATION TO BID**

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**SECTION II.**  
**STD ITB – BID INSTRUCTIONS, SUBMITTAL**  
**REQUIREMENTS AND GENERAL BID**  
**REQUIREMENTS**

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# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **PRE-BID ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

## **PROPOSED SCHEDULE**

Invitation to Bid Published	July 21, 2021
Pre-Bid Conference;	July 27, 2021, at 10:30 a.m. -Mandatory
Deadline for Questions	August 10, 2021 @ 4:00 p.m.
Bids Due	August 16, 2021 @ 10:00 a.m.

## **PREPARATION OF BID**

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

### **SUBMITTAL OF BID**

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 21-047 Housing Rehab. - 6618 Clayton Lane, Milton, FL**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

### **INTEGRITY OF BID DOCUMENTS**

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

response in the form of an addendum to the original bid documents.

### **WITHDRAWAL OF SUBMITTALS**

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

### **INTERPRETATION**

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

### **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

### **CONDITIONAL & INCOMPLETE BIDS**

Santa Rosa County specifically reserves the right to reject any conditional bid.

### **ADDITION/DELETION OF ITEM**

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

### **SPECIFICATION EXCEPTIONS**

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

### **FAMILIARITY WITH LAWS**

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **EXAMINATION OF DOCUMENTS AND SITE**

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## **RIGHT TO REJECT PROPOSAL**

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

## **DISQUALIFICATION OF RESPONDENTS**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

### COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

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 (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

### SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

## NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

## PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## TIME OF COMPLETION

The entire project shall be completed within **45 calendar days** after the Notice to Proceed date. The date of substantial completion of the work or designated portion thereof is the date

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

Liquidated damages will be established in the amount of **\$250.00 per calendar day** for each calendar day after completion date if the work is not substantially complete as certified by the Engineer.

Payment requests approved by the Engineer for work completed satisfactorily in accordance with the Contract Documents shall be reduced by a ten percent (10%) retainer. The ten percent (10%) retainer shall be retained by the Owner until final completion and acceptance of the work by the Engineer and Santa Rosa County, Florida.

### **EVALUATION OF BIDS AND AWARD OF CONTRACT**

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

items.

### **FORM OF AGREEMENT:**

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

### **BID GUARANTEE:**

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees:

(1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.



**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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# Santa Rosa County

COMMUNITY PLANNING, ZONING, AND DEVELOPMENT DIVISION

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## Housing Program Rehabilitation Project

Address: 6618 Clayton Lane  
Milton, Florida 32570  
850-860-2564

Owner: Natasha A. Olmstead

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# Introduction

*This manual contains both general requirements and specifications describing different areas of work, extent and quality of materials and labor. When rehabilitation work is being done in any area contained in the manual, these general specifications shall be binding and strictly adhered to.*

# Instructions to Bidders

- ❖ Each bid shall be accompanied by a Certified Check or bid Bond in the amount of five percent (5%) of the Base Bid, and copies of appropriate licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees: (1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County within 10 days after receipt of Notice of Award of his bid. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.
- ❖ Attendance at the pre-bid conference is mandatory.
- ❖ Submit all pages of the rehabilitation specifications with itemized prices and signature of Contractor in ink. Specifications submitted in pencil will be rejected by the bid committee.
- ❖ Labor, overhead, permits, insurance and profit must be included into each itemized price and not listed as a separate itemized price or listed under miscellaneous. Non-compliance will result in rejection of the bid.
- ❖ Itemized pricing may be used for negotiation, in the event of a change in the extent or scope of work, as described in the Specifications.
- ❖ All rehabilitation work performed must be inspected (rough-in and final) and conform to County Ordinances, State Laws, and Southern Building Code.
- ❖ Contractor will be allowed 45 days to complete all repairs.
- ❖ **Contractor must be a *CERTIFIED RENOVATOR* in compliance with HUD 24 CFR PART 745.225.**



# Directions to Rehabilitation Location

Start at Highway 90, Milton, FL (Public Services Building)

**START**

1. Start out going **west** on Old Bagdad Hwy/County Hwy-191A toward County Road 191A.



Then **0.01 miles**

2. Take the 1st **right** onto County Road 191A.

1. If you reach the end of Teston Dr you've gone about 0.1 miles too far



Then **0.03 miles**

3. Turn slight **right** onto Highway 90/US-90 E/FL-10. Continue to follow US-90 E/FL-10.



Then **2.21 miles**

4. Turn **left** onto Stewart St/FL-87.

1. Stewart St is 0.2 miles past Keyser St

2. If you reach Bruner St you've gone a little too far



Then **0.47 miles**

5. Turn **left** onto Ravine St.

1. Ravine St is just past Madison St

2. If you reach Hunt St you've gone a little too far



Then **0.18 miles**

6. Turn **right** onto Collins Dr.



Then **0.06 miles**

7. Take the 2nd **left** onto Clayton Ln.

1. Clayton Ln is just past Ravine St

2. If you reach Hunt St you've gone a little too far

Then **0.03 miles**



8. **6618 Clayton Ln, Milton, FL 32570-4787, 6618 CLAYTON LN is on the right.**

# Schedule of Values, Unit Pricing

<b>APPLICANT/OWNER:</b>	<b>Natasha Olmstead</b>
	<b>6618 Clayton Lane Milton FL 32570</b>
<b>Telephone 850-860-2564</b>	

**\*\*The lack of a specific notation for work that is necessary to accomplish those tasks that are specifically identified does not relieve the bidder of the responsibility to include as part of the overall bid. \***

<b>AREA</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>Exterior</b>	<ul style="list-style-type: none"> <li>Remove and replace existing roof with 35 year architectural shingles and approved ridge vent; include water proofing membrane per code. Remove and replace damaged sheathing with ½” sheathing or sheathing of similar thickness as existing: nail new sheathing with 10D annular ring-shank nails at 3 inch OC edge &amp; 6 inch OC Field.</li> <li>Estimate 15% of roof sheathing to be replaced</li> <li>Repair damaged soffit at the front of the house with pressure treated wood</li> </ul>	<hr/> <hr/> <hr/>
<b>HVAC</b>	<ul style="list-style-type: none"> <li>Remove and replace entire HVAC system with a new 2 ton system including but limited to AHU, Condenser, A-Coil, Freon &amp; condensate lines, Thermostat, air handler</li> <li>Registers and ductwork to be cleaned and ensure proper seal</li> </ul>	<hr/> <hr/> <hr/>
<b>Interior</b>	<ul style="list-style-type: none"> <li>After roof is repaired, remove shower surround and clean damage behind. Replace any rotten wood as well as perform mold treatment where necessary. Replace wall finish. Install a new shower surround &amp; tub after cleaning and caulk all openings</li> <li>Remove replace sheetrock in kitchen around stove and ceiling. In ceiling in left side of house and bathroom shower as well.</li> </ul>	<hr/> <hr/> <hr/>
<b>Insulation</b>	<ul style="list-style-type: none"> <li>Add blown in insulation to achieve R-38</li> </ul>	<hr/> <hr/> <hr/>
Addendum #1 If applicable	<ul style="list-style-type: none"> <li>If there is an addendum #1 for this project, be sure to include the price you list here on the addendum #1 page</li> </ul>	<hr/> <hr/> <hr/>

Addendum #2 If applicable	<ul style="list-style-type: none"> <li>If there is an addendum #2 for this project, be sure to include the price you list here on the addendum #2 page</li> </ul>	_____
Addendum #3 If Applicable	If there is an addendum #3 for this project, be sure to include the price you list here on the addendum #3 page	_____
Addendum #4 If Applicable	If there is an addendum #4 for this project, be sure to include the price you list here on the addendum #4 page	_____
	TOTAL (this total price will include the cost of the scope of work plus all addendums received. This figure will be the same as the figure you list on the 1st page of Bid Form	\$_____

## CONTRACTOR'S STATEMENT OF QUALIFICATIONS

(Contents of this statement will be confidential.)

NAME OF CONTRACTING FIRM:	
ADDRESS OF FIRM:	
SOCIAL SECURITY NUMBER:	PHONE:                      FAX: CELL:
DATE FIRM ORGANIZED/HOW LONG IN BUSINESS:	WHERE INCORPORATED AND WHEN:
HOW LONG IN CONTRACTING BUSINESS UNDER PRESENT FIRM NAME:	HAVE YOU ENGAGED IN BUSINESS UNDER ANY OTHER NAME?
GENERAL NATURE OF WORK PERFORMED BY YOUR FIRM:	HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU OR YOUR FIRM? (Yes or No) (If Yes, attach statement explaining where and why.)
HAVE YOU EVER DEFAULTED ON A CONTRACT? (Yes or No) (If Yes, attach statement explaining where and why.)	CAN YOUR FIRM FURNISH A LETTER OF CREDIT FROM YOUR SOURCE OF FINANCING?

### LIST OF SUBCONTRACTORS

PLUMBER:	PHONE NUMBER:
ADDRESS:	
ELECTRICIAN:	PHONE NUMBER:
ADDRESS:	
ROOFER:	PHONE NUMBER:
ADDRESS:	
CARPENTER:	PHONE NUMBER:
ADDRESS:	
SEPTIC TANK:	PHONE NUMBER:
ADDRESS:	

LIST YOUR USUAL MATERIAL SUPPLIERS AND ACCOUNTS:	

**ATTACH CURRENT COPIES OF THE FOLLOWING:**

- \* State of Florida, Dept. of Professional Regulation Registration
- \* County Contractors Certificate
- \* Contractor's Liability Insurance Certificate
- \* W-9 Form
- \* Workman's Compensation Insurance Certificate or Waiver issued by the State of Florida
- \* Certified Renovator/Painter Certification

TYPED OR PRINTED NAME AND TITLE OF CONTRACTOR:
SIGNATURE:
STATE OF FLORIDA COUNTY OF _____
Sworn to and subscribed before me this _____ Day of _____, 200__.
_____ (Signature of Notary Public - State of Florida)
Personally Known _____ or produced the following as Identification:

# General Requirements

**1. Workmanship: Industry Standard**

Workmanship will be judged as to industry standard.

**2. Testing/Grading Criteria: ASTM**

If necessary, any testing or grading criteria will be in accordance with the appropriate ASTM.

**3. Qualifications of Persons/Firms on the Job**

Persons or firms on the project shall be actively engaged in the line of work required by the specifications and shall be able to refer to work of similar character performed by them. They shall be fully conversant with the general technical phraseology of the line of work covered by the drawings and specifications.

**4. Bid Only on Items Indicated**

Contractors are cautioned to bid only on indicated items. Neglect to do so will result in a bid rejection.

**5. Work Deviating from Specifications**

When rehabilitation work is in progress contractors will not be paid for any work deviating from specifications unless the change is approved in writing by the property owner and Santa Rosa County housing program administrator. Change requests must be submitted within 3-days from contractor request and owner approval.

**6. Substitutions**

No substitutions for any item listed in the specifications will be accepted unless approved in writing by Santa Rosa County.

**7. Omissions/Discrepancies in Project Bid**

The contractor shall bring to the attention of Santa Rosa County omissions and discrepancies in the project bid items. Failure to do so is an indication of the contractor's willingness to accept the original intent within the scope of standard practice to complete the renovation not leaving any unfinished or incomplete work in part or whole. No qualification of a bid item is acceptable. Including a bid qualification is grounds for rejection.

**8. Equal Substitutions**

The phrase equal means equal in quality and integral properties and similar in design. All materials and workmanship shall comply with applicable codes.

**9. Inspection of Work**

The contractor shall permit Santa Rosa County to inspect the work at any time.

#### **10. Work Performance**

All work performed must comply with the Florida Building Code and the Project Bid Specifications Handbook. Work must conform to project bid specifications. Materials, procedures and workmanship must also comply. All work shall be completed in an acceptable workmanlike manner. Items omitted in the specification that are discovered during a site investigation by the contractor should be brought to the attention of Santa Rosa County before the bid opening date.

#### **11. Dimensions and Measurements**

Dimensions and measurements stated in the specifications are for guidance only. The bidder is responsible to investigate the site and to verify dimensions and measurements. Santa Rosa County will not adjust the contract amount in the event stated specification measurements or dimensions are found to be inaccurate. Measurements noted in the specifications are rounded up to the closest foot.

#### **12. Addenda or Corrections**

Addenda or corrections issued during the time of tendering are to be covered in the proposal and shall become part of the contract documents.

#### **13. Detailed Cost Breakdown**

The contractor selected for the project must provide a detailed breakdown relative to cost. The cost breakdown establishes a basis to work from if any changes or deletions are made to the scope of work during the construction. In the absence of a detailed cost breakdown, the County estimate figures will become binding in the event of any changes.

#### **14. Orderly Work Site and Debris Removal**

The contractor is responsible for maintaining an orderly work site and will not allow debris to accumulate. All hazardous conditions will be corrected and debris removed prior to final payment.

#### **15. Work Left Open Until Inspected**

No framing, mechanical or electrical work is to be closed-in until inspected by the County Inspections Officer.

#### **16. OSHA Guidelines/Standards Enforced**

OSHA guidelines and standards shall be strictly enforced.

#### **17. Safety/Security of Dwelling**

If a resident relocates, the safety and security of the dwelling becomes the sole responsibility of the contractor. Utilities that are removed or relocated will be replaced prior to final inspection.

#### **18. Lead-Based Paint Prohibited**

Use of all lead-based paint (any paint containing more than .06% lead by weight in the total non-volatile contents of liquid paint or in the dried film of paint already applied) is strictly prohibited.

## **19. Building Permits**

**All rehabilitation projects will require a building permit and any sub permits should be obtained as required by code.** Work shall not commence until the Building Permit Card has been posted in a conspicuous place on the front of the premises. It is the responsibility of the contractor to request the appropriate inspection from the County Inspections Office at each inspection level required under the scope of the rehabilitation work. If a permit is not required by the county, a letter documenting the determination, including the name and contact information for the person making the determination, is required.

## **20. Replacement of Materials**

Unless otherwise indicated, any material being replaced shall be replaced with material of the same type, dimension and initial quality.

## **21. Installation and Associated Items**

Installation or repair of items includes all accessory items associated with that installation.

## **22. Repair of Non-Specified Areas**

While repairing specified items, any damage done to other adjoining areas shall be repaired or replaced.

## **23. Definition of Replace**

Replace is defined as removing existing materials and installing new. All work associated is included. The finished area is to be in a new rehabbed state.

## **24. Removal of Material from Job Site**

Unless otherwise authorized, all material removed from the job becomes the responsibility of the contractor. Any material removed from the dwelling may remain in the custody of the owner at their request.

## **25. New Items Installed to Finished State**

New items must be installed to a finished state (i.e. doors to be hinged, locked, trimmed, painted and threshold installed.)

## **26. Roof Inspections**

24 hours prior to roof removal, the contractor shall notify Santa Rosa County Housing Office. Unless otherwise advised, the contractor should not cover the roof until an inspection is complete.

## **27. Handicap Accessibility**



Handicap accessibility requirements will be addressed on an individual case basis. Requirements for a specific project will be detailed per the Americans with Disabilities Act (A.D.A.) and all other applicable federal and state laws.

## **28. Code Compliance**

All work performed on a rehabilitation project must comply with local, state and federal codes and guidelines.

## **29. Change Orders**

Any change request to the general specifications or job specification must be submitted in writing. No work is authorized until a change order is approved. A change order request must be submitted to the County within three days of the issuance by the contractor and approval by the owner.

## **30. Personal Items**

Removal and relocating of all personal items in the dwelling is the sole responsibility of the owner.

# Specifications

ITEM	SPECIFICATION
<b>Insulation</b>	Wall: 3 ½” Kraft back fiberglass (R11) Ceiling: Minimum R-30; Owens Corning or equal.
<b>Windows</b>	Single hung; double glazed insulated units. Screens included. Croft, Keller or equal. All must comply with 140 mph criteria or county code.
<b>Wood Framing</b>	Sole plates and/or framing next to concrete or masonry shall be pressure treated. Framing for wall to be 16” o.c., with single bottom plate, double top plate.
<b>Roofing</b>	Shingles shall be 235#, 35-year fiberglass. Owens Corning, GAF or equal. All roofs will include shingles, 15# felt, factory baked on enameled finish eave metal, new roof jacks and hubs and a minimum of 30 feet of ridge vent. All roofing must comply with Rule 9B-3.0475 Hurricane Mitigation
<b>Metal Roofing</b>	Corrugated roofing shall be 29 gauge galvanized.
<b>Exterior Finish Wood Work</b>	Wood to be “B” & better pine, No. 1 fir or redwood. Plywood to be A/C grade exterior glue per CS-45-60
<b>Interior Finish Wood Work</b>	Wood to be “B” & better pine, No. 1 fir or redwood, or “B” & better hardwood. Finger joint millwork is acceptable for paint grade only. Hardwood to be #1 oak, birch or maple.
<b>Trusses</b>	Produced only by an approved truss manufacturer. Approved anchoring devices will be installed per manufacturer’s instructions.
<b>Cabinets</b>	<p>Kitchen cabinets shall be constructed of ¾” birch plywood or better. Front frames shall be of basswood or hardwood. Shelves shall be of solid pine or A/C exterior grade plywood.</p> <p>No particle board shall be used. Concealed cabinet sides may be of ¾” fir plywood. All surfaces shall be sanded and finished. All cabinets shall have a plywood or paneling backing. The interior surfaces (doors, sides, backs and shelves) shall be sealed and varnished. Cabinets shall be mounted with wood screws (NO NAILING). Base cabinets shall have 12” wide shelves. Drawers shall have side mounted drawer guides. Must meet AWI economy grade or better. All plywood shelves must have a ¼” hardwood nosing. Cabinets can be primed and</p>

ITEM	SPECIFICATION
	painted or stained, sealed and varnished.
<b>Kitchen Sink</b>	Stainless steel, 22 gauge or equal.
<b>Fixtures</b>	All brass, chrome plated. Standard or equal.
<b>Counter Tops</b>	Post-formed or custom-built by an approved manufacturer. Wilson Art, Formica or equal.
<b>Handicap Requirements</b> <b>Non-ADA Unit</b>	When required (2) 36" handicap bars, Model CS-1; stainless steel H series or equal will be installed at the tub and toilet areas. Blocking will be installed from stud to stud, adequate to support the appropriate weight. Also one (1) handicap toilet with supply and wax seal will be installed.
<b>Hot Water Heater</b> <b>Central Heating Closet</b>	Hot water heater/central heat closet shall be 2X4 walls, sheetrock on side, corner base and crown trim if necessary, luan door with vent or return as required. Central heat platform to be 2X4 framed with 1" plywood floor.
<b>Concrete Slab</b>	2500 psi concrete cured 7 days with sand or burlap. Minimum 4" thick, 6 mil poly, 10 X 10 wwm. Deviation 1/4" in 10 foot. Steel trowel finish.
<b>Sidewalks</b>	2500 psi. Minimum 3 1/2" thick. Deviation 1/4" in 10 foot. Light broom finish.
<b>Gypsum Wallboard</b>	Walls: 1/2" wallboard, nailed 8" on the edge, 12" in field.  Ceilings: 5/8" wallboard nailed 8" on the edge, 8" in the field. (1/2" ceiling board is acceptable.) Bathroom Walls & Ceilings: moisture resistant wallboard is required.  Drywall shall be taped, bedded, floated, sanded and touched-up.
<b>Doors</b>	<b>Exterior:</b> 1 3/4" wood core, hardwood edge band, wood veneer.  <b>Steel Insulated:</b> Stanley or equal.  <b>Interior:</b> 1 3/8" luan hollow-core.  All doors to include jambs, headers, interior and exterior trim, hinges, applicable lockset and strike. Exterior door to be equipped with code compliant dead bolt lock. Door thresholds shall be supported by either a brick rowlocks or concrete sill.
<b>Painting</b>	A. All new wood shall have one primary coat and 2 finish coats. All defects shall be filled and sanded before finish coat. Paint

ITEM	SPECIFICATION
	<p>is to be oil or latex; Pratt Lambert, Devoe, Pittsburg or equal.</p> <p>B. All finish nails shall be set, filled and sanded before finish coat.</p> <p>C. Caulking of all woodwork, cracks, defaults or voids is considered part of the painting.</p> <p>D. Bath/kitchen wall paint shall be enamel.</p> <p>E. All work shall be sanded, primed if necessary and filled before finish coat.</p> <p>F. All floor covering and personal items not removed shall be protected while painting.</p>
<b>Floor Covering</b>	<p>Replacement of floor covering includes removal and replacement if necessary of all base or shoe mold. All seaming shall be in accord with manufacturing recommendations. Finished vinyl product shall be cleaned, sealed and waxed (3 applications where applicable). Vinyl shall be Armstrong or equal.</p>
<b>Septic Tanks</b>	<p>When required, each residence shall have the existing tank pumped out. If required, a new tank and/or field lines will be installed per local health department regulations. All work performed will be done in accordance with all applicable state and county regulations and ordinances.</p>
<b>Gas</b>	<p>Contractors are to examine existing system, pressure test and certify compliance of system or replace as necessary to meet code. Contractor must disconnect all gas appliances prior to moving and storage of furniture. It is recommended that the Contractor secure the gas meter at the start of work. Existing gas lines may be utilized, however they must be brought to code and operational. Any new gas line installed must be galvanized or black iron. All systems must be tested at rough-in inspection and must hold 40 psi. All gas appliances must have new gas ball shut-off valves and flex lines installed from gas line. Contractor must reconnect all gas appliances stored during rehabilitation (stove, oven, cook top, etc.). Provide combustion-air for both heater and water heater.</p>
<b>Appliances</b>	<p><b>Refrigerator</b> Energy Star Rating: Model to be comparable to homeowner's existing refrigerator</p> <p><b>Range</b> Model to be comparable to homeowner's existing range</p> <p><b>Built-in Dishwasher</b> Not provided by the program</p>

ITEM	SPECIFICATION
	<b>Microwave</b> Not provided by the program
<b>Smoke Detectors</b>	Each residence shall have smoke detectors installed per code.
<b>Carbon Monoxide Detectors</b>	Each residence will have carbon monoxide detectors installed per code.
<b>Termites</b>	When required, each housing unit must be treated for termites with a one-time certified treatment that is guaranteed for one year.
<b>Data Sheets</b>	When required Contractor will supply catalog data sheets, detail sheets, cut sheets, manufacturer's data sheets, MSDS sheets, and/or product sheets for any and all items furnished on the project.
<b>Electrical</b>	<ol style="list-style-type: none"> <li>1. Check and evaluate. Check entire system and provide written report of all requirements to bring to code.</li> <li>2. Bring to code. Bring all existing devices and wiring to code. Include all lights on switches, GFI's in kitchen and bath, HWH wired correctly and replacement of all defective devices and fixtures. It does not include new circuits, CB panels or service devices unless otherwise noted.</li> <li>3. Rewire. Replace weatherhead, mast, meter can, power-pac, CB panel, wiring not to code, fixtures, devices and trim. It does include all circuits and upgrades to bring entire dwelling to current codes.</li> </ol>
<b>Bath Accessories</b>	When specified, accessories will include (1) towel bar, (1) soap dish, (1) toilet paper dispenser, (1) mirror or medicine cabinet. Tubs will include (1) soap dish and (1) handle or grab bar. Tubs that are to be replaced should be replaced with a 3 piece fiberglass tub/shower unit.
<b>Reattachment/Hook-ups</b>	The Contractor is responsible for proper reattachment and hook-up of appliances, existing co-axial cable, telephone and interface, electric, water and sewage.

# Owner Selections

Item	Limits
Exterior Trim Paint	One Color
Exterior Siding Paint	One Color
Interior Wall Paint	One Color
Interior Trim Paint	One Color
Interior Stain Color	One Color
Ceiling Tile	One type
Roof	35-year Fiberglas/one color
Ceramic Tile	None
Carpet	\$20 square yard installed/one color. Pad included. Meets FHA/VA specs.
Vinyl or Composite Tile	\$20 square yard installed/one color. Meets FHA/VA specs.
Stove	\$500 limit includes tax, delivered and installed. Model to be comparable to homeowner's existing stove
Refrigerator	\$1,250 limit includes tax, delivered and installed.  ENERGY STAR qualified; Model to be comparable to homeowner's existing refrigerator
Vent Hood	\$125
Vinyl Siding	One color
Bath Fixtures	White only
Cabinet Finishes	Painted, stained, antiqued or natural finish

# Owner Responsibilities and Obligations

1. The property owner responsibilities/notices:
  - a. The Owner is responsible for maintaining existing utilities for the Contractor's use during the rehabilitation period and will permit the contractor to use, at no cost, existing utilities such as electricity, heat and water necessary to complete the subject work.
  - b. Remove all personal items from any areas to be repaired, such as but not limited to; if windows are being replaced, it is the homeowner's responsibility to remove curtains/window blinds. If cabinets are being replaced, the homeowner is responsible to remove all items from cabinets and store in a safe location away from any repair/work area.
  - c. All furniture to be moved is the responsibility of the homeowner. If the homeowner does not have someone to help move heavy furniture, it is up to the contractor or sub as to whether they want to help move items for the homeowner, however, the contractor nor the sub assumes NO liability for any damaged furniture or personal items.
  - d. Cooperate with the County, Housing Program Staff and the Contractor to facilitate the performance of the rehabilitation work. This means, you, the homeowner, should make yourself and your home available for the contractor or subs to complete this repair project whenever necessary.
  - e. The premises will be vacant during the course of any demolition/reconstruction work.
  - f. Final payment of the contract amount will be made after acceptance of work and final inspection by the Housing Program Inspector and the County Inspections Division along with the State Health Department. The Housing Program Staff will make the final decision in regard to disputes between the owner and the contractor. These decisions will be binding upon all parties involved. If both housing staff and inspections/building department deem that the scope of work has been completed satisfactorily, payment will be made to the contract whether the homeowner signs the invoice or not.
  - g. Failure to sign the Final Release and Warranty will nullify all warranties, written or implied. Once the final release and warranty is signed, the contractor will provide a 365-day surety on all work performed. Should any defects arise during that period, the owner should notify the contractor by phone and follow-up with a letter describing the problem. If the contractor fails to respond, a formal complaint should be filed with the local inspection department, State Construction Industry Licensing Board and the local Better Business Bureau. Mediation services are provided at no cost to the owner.
2. Items left within the home which are to be removed or replaced by the Contractor become the property of the Contractor and must be removed from the site by the Contractor.

# Payment Schedule

Contracts of \$10,000 or less will be paid in a lump sum upon completion.

For projects greater than \$10,000, the Contractor will be eligible for a 40% draw when work is 50% completed as determined by the itemized cost for the job.

The Contractor will be eligible for final payment after all conditions of the *Operations Manual* have been met.

Payment will be made within thirty (30) days of the date of approval by the County.



# Contractor Section

The following major provisions must be observed in bidding for and completion of all rehabilitation work performed under the Santa Rosa County SHIP/HOME Program.

This section sets forth requirements and procedures with respect to construction contracts for rehabilitation and related activities. Construction will be undertaken only after a written contract between the Contractor and the homeowner/recipient of the individual loan or grant has been executed.

## **Form of Contract**

The construction contract will consist of a single agreement signed by the Contractor and the recipient following approval of the loan/grant by Santa Rosa County. It shall include the Contractor's bid, general conditions, and the specifications for the work to be performed. The Contract form shall be provided by Santa Rosa County Attorney.

## **Contract Procedure**

The following major provisions must be observed in contracting for and completion of all rehabilitation work performed under the Santa Rosa County SHIP/HOME Program.

1. Bid proposals must specify the name of the owner and the address to which the Contractor's bid pertains. Proposals must be submitted on behalf of the homeowner to the appropriate County office identified in the public notice before the closing time and date.
2. Appropriate notice will be given as to the date and time by which a bid will be received or accepted.
3. A pre-bid conference will be held prior to each bid opening. The purpose of this meeting is for contractors to bring any omission, alterations, and recommendations concerning the work write-up to the attention of County staff. This is an opportunity to make suggestions prior to bidding and failure to do so will demonstrate the contractor's acceptance of the work as defined, and therefore any obvious omissions will become the responsibility of the contractor. No obvious omissions type of change order, resulting in additional cost, will be considered after the subject pre-bid conference. The contractor or appropriate representative is required to attend the pre-bid conference.
4. When identical dollar amounts are bid on a specific project, the County reserves the right to make a determination as to award of the contract. The basis of this decision will be the work schedule and work capacity of the contractors involved.
5. Contractors' bid for work shall be accepted or rejected within thirty (30) days from the established receipt date.

6. County staff will notify the successful bidder of the award of the contract immediately upon approval of the required documents, or within 45 days of acceptance of bid, whichever occurs first.
7. Following an award, the appropriate binding contract documents will be approved and signed by all parties. No work is to be undertaken without such contract or prior to issuance of a written notice to proceed. Contractor shall commence with active field construction of the project within seven (7) days of receipt of the notice to proceed. After 30 days the job will be passed to the next eligible bidder.
8. The contractor to whom any bid is awarded shall provide the County with a cost breakout of each aspect of the job prior to commencement of the work. If this is not followed, the County estimate will be used to evaluate the cost of any deletion in the scope of work.
9. A notice of commencement will be filed on each job in conjunction with the issuance of the notice to proceed.
10. The contractor must satisfactorily complete all the work within the contract period from the date of "notice to proceed." No allowance or extension will be given for inclement weather or other events. The only exception to this policy would be in the event of a natural disaster such as a hurricane or major flood. For each day in excess of the contract period, the contractor may be assessed liquid damages in the amount of \$250 per day. Should a contractor's completion date fall on a weekend or holiday, the job must be 100% complete and ready for inspection on the morning of the next working day in order to avoid the assessment of a damage charge.
11. In order to qualify for payments beyond the contract amount, all work must be substantiated by a written change order approved by the County, the contractor and the homeowner.
12. All invoices will be approved by the homeowner. The following must be complete in order for the contractor to qualify for the final draw.
  - County Building Inspection Certificate of Occupancy and final approval of electrical, plumbing, gas and building and State Health Department inspection of septic system. If a permit is not required written verification must be provided.
  - Final walk through and acceptance of homeowner and approval by Housing Program Inspector.
  - List of all sub-contractors, permit numbers and phone numbers.
  - Keys and warranty papers (stove, refrigerator, roof, siding, flooring, vent hood, central heating and air conditioner, tubs, sinks, faucets and any other warranted item) provided to the homeowner.
  - Final invoice from contractor for work completed.
  - Contractor's affidavit (release of liens).
  - Punch list items must be complete.

- Color selection sheet signed by homeowner and contractor.
13. The contractor must not assign the contract or any part thereof without the written permission and sanction of the Housing Program staff.
14. The contractor is required to:
- Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
  - Perform all work in conformance with applicable state and/or local codes, whether or not specifically referred to by the specification and drawings for the work.
  - Keep the premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.
  - Guarantee the work performed for a period of one year from the date of final acceptance of all work required under the contract. Furnish completed manufacturers and suppliers guarantees and warranties covering materials and equipment replaced under the contract. This information must be furnished to the homeowner.
  - Allow representatives of the state or county government to inspect the rehabilitation work at reasonable times during the progress of the work.
  - Complete all warranty items and subsequently return the required form signed by the homeowner within ten (10) days of final. In the event a contractor fails to complete warranty work within the time frame, the homeowner should then file a formal complaint with the local Building Inspection Department, State Construction Industry Licensing Board and the local Better Business Bureau. Mediation services are provided at no cost for members of the Better Business Bureau.

## Miscellaneous Provisions

1. The County may add other provisions to the general conditions as required to meet various federal, state and local laws and regulations governing equal employment opportunity, wage rates, contracting procedures, etc.
2. Upon entering the program, each qualified contractor will be provided a copy of the *Operations Manual and General Specifications and Rehabilitation Standards*. Each contractor will sign a statement indicating receipt of the information.
3. Job specifications detailed in the work write-up and illustrative sketches (if any), will be completed by the County Property Inspector for each property to be rehabilitated. Drawings shall be prepared only when essential to show the scope and detail of the work involved so that a fair bid for the work can be obtained and to avoid misunderstandings. The specifications and drawings shall result from an inspection of the property and interviews with the owner. The specifications shall clearly establish the nature of the work to be done and the materials and equipment to be installed. Known acceptable brands shall be identified by reference to manufacturers or associations specifications and provision shall be made for acceptance of equal substitutions. Each page of the specifications and drawings shall be numbered and shall contain proper identification and the date.
4. Contractors shall be of good reputation, financially sound, have adequate financial resources and be qualified to carry out the work.
5. The procedure for inviting and obtaining bids is dependent upon the estimated cost of the work to be performed.
  - a. Less than \$10,000. The construction contract may be negotiated with one or more prospective bidders.
  - b. \$10,000 or more. Invitation for bids shall be publicly advertised. The period of time between the request for bids and the bid opening shall not be less than seven (7) days.
6. If a bid other than the low bid is selected, a statement of the reasons for the selection will be provided. The owner's preference alone is not an acceptable reason for selecting a higher bid.
7. If two bids are not submitted and the bid received is acceptable, the bid may be awarded to the single bidder.
8. A standard specification and bid form shall be used for submission of all bids.
9. No member, officer or employee of the County or members of the governing body or other public official of the County who exercises any function or responsibility with respect to the Rehabilitation Program during their tenure or for one year thereafter shall have any interest, direct or indirect in any contract or sub-contract or proceeds thereof for work to be performed in connection with the SHIP/HOME Program.
10. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, age, sex, familial status, national origin or handicap



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

**BID SUBMISSION CHECKLIST**

**ITB 21-047 Housing Rehab. - 6618 Clayton Lane, Milton, FL**

**Contractor:** Adam Motes Construction

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Bond
- Bid Form
- Schedule of Values, Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Addendum (s) if any
- Contractors Statement of Qualifications (Notarized)
- Certified Renovator ID in accordance with HUD 40 CFR PART 745.225
- Business License
- W-9

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Adam Motes Construction, LLC

By: Adam Motes

Signature: [Signature] (Print)

Title: Owner

Date: 9/2/21

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Adam Motes Construction, LLC  
5922 Twin Oaks Drive  
Pace, FL 32571

### SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Santa Rosa County Board of County Commissioners  
6495 Carolina Street  
Milton, FL 32570

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Rehab 21-0347 - 6618 Clayton Lane, Milton, FL 32570

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of September, 2021

(Witness)

  
\_\_\_\_\_  
(Witness) Tracey C. Brown-Boone

Adam Motes Construction, LLC

(Principal)

(Seal)

By:

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin R. Wojtowicz Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Kevin R. Wojtowicz and Laura D. Mosholder of Nielson, Wojtowicz, Neu & Associates, St Petersburg, Florida its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

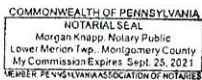
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

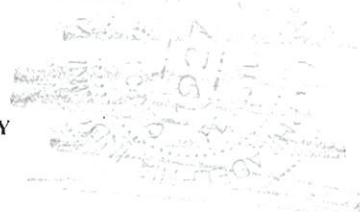
Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of September, 2021



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## BID FORM

*SRC Procurement Form Memo 025\_01\_091619*

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department  
Attention Procurement Officer  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB 21-047 Housing Rehab. - 6618 Clayton Lane, Milton, FL**

To whom it may concern,

I, Adam Motes have received and reviewed the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **ITB 21-047 Housing Rehab. - 6618 Clayton Lane, Milton, FL.**

I have also received Addenda Numbers 2 and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.
5. To commence work under this Contract on or before a date to be specified in written "Notice of Proceed" by the County Attorney and to complete project within forty-five (45) calendar days thereafter.
6. To pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day after completion date, as called for in the Contract Agreement as modified.
7. Provide Santa Rosa County with performance Bonds and adhere to Supplementary Conditions.





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

I will construct this project for the lump sum price of:

TOTAL BID Thirty nine Thousand Nine hundred Twenty \$ 39,920.00

*This is a lump sum project. The purpose for providing a bid format is to provide unit prices in case of change order. There is no implied statement by the engineer or Santa Rosa County as to the accuracy of the stated quantities within the bid tab or that the bid tab is all inclusive of the work items within the plans. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project.*

FIRM: Adam Matej Construction, LLC

BY (print): Adam Matej

SIGNATURE: [Signature]

TITLE: Owner

DATE: 7/9/21

MAILING ADDRESS 5922 Twin Oaks Dr  
Pace FL 32571

PHONE (850) 503-4720 FAX ( )

EMAIL Matejadam@gmail.com

## SCOPE OF WORK

### WHOLE HOUSE UPGRADES

6618 Clayton Ln Milton, FL 32570

The intent of this work is to achieve a complete and useable product. All conditions, dimensions and quantities are approximate; contractor must visit site and confirm actual dimensions, quantities and conditions; failure to pre-inspect shall not constitute a changed condition for cost purposes. All work must comply with the current Florida Building Code at the time of permitting; all other applicable codes and statutes; and the specifications included with this solicitation. If engineering or architectural drawings or specifications are required to perform any element of the work, the contractor is responsible to procure said drawings or specifications at contractor expense. Contractor is to remove all construction debris and refuse and clean jobsite thoroughly.

Year of Construction: 1953 (Per property appraiser)

The work includes, but is not limited to the following:

#### 1. Exterior

- 23,725.00 a. Remove and replace existing roof with new metal roof; include water proofing membrane per code minimum. Remove and replace damaged sheathing with ½" sheathing or sheathing of similar thickness as existing; nail new sheathing with 10D annular ring-shank nails at 3 inch OC edge & 6 inch OC field. Estimate 15% of roof sheathing to be replaced.
- 1045.00 b. Repair damaged soffit at front of house with pressure treated wood.

#### 2. HVAC

- 6700.00 a. Remove and replace entire HVAC system, including, but not limited to AHU, Condenser, A-Coil, Freon & condensate lines, thermostat, air handler platform with new 2 ton system.
- b. Contractor to leave in place and clean as well as ensure a properly sealed and efficient system. Otherwise, system must be replaced.
- 1625.00 c. Add Blown Insulation to achieve R-38

#### 3. Bathroom

- 3575.00 a. After roof is repaired, remove shower surround and clean damage behind. Replace any rotten wood as well as preform mold treatment where necessary. Replace wall finish. Place shower surround back after cleaning and caulk all openings.

#### 4. Kitchen

- 1625.00 a. Remove and replace sheetrock in areas specified. Paint non-damaged sheetwork that has been discolored. Does not include wall behind cabinets.
- 845.00 b. Replace cabinets above stove. - Small cabinet above stove
- 780.00 c. Extend kitchen vent through new roof system.

39,920.00

# Schedule of Values, Unit Pricing

<b>APPLICANT/OWNER:</b>	<b>Natasha Olmstead</b> <b>6618 Clayton Lane Milton FL 32570</b>
<b>Telephone 850-860-2564</b>	

\*\*The lack of a specific notation for work that is necessary to accomplish those tasks that are specifically identified does not relieve the bidder of the responsibility to include as part of the overall bid. \*

SEE Scope of Work

AREA	DESCRIPTION	COST
Exterior	<ul style="list-style-type: none"> <li>Remove and replace existing roof with 35 year architectural shingles and approved ridge vent; include water proofing membrane per code. Remove and replace damaged sheathing with ½” sheathing or sheathing of similar thickness as existing; nail new sheathing with 10D annular ring-shank nails at 3 inch OC edge &amp; 6 inch OC Field.</li> <li>Estimate 15% of roof sheathing to be replaced</li> <li>Repair damaged soffit at the front of the house with pressure treated wood</li> </ul>	<hr/> <hr/> <hr/>
HVAC	<ul style="list-style-type: none"> <li>Remove and replace entire HVAC system with a new 2 ton system including but limited to AHU, Condenser, A-Coil, Freon &amp; condensate lines, Thermostat, air handler</li> <li>Registers and ductwork to be cleaned and ensure proper seal</li> </ul>	<hr/> <hr/> <hr/>
Interior	<ul style="list-style-type: none"> <li>After roof is repaired, remove shower surround and clean damage behind. Replace any rotten wood as well as perform mold treatment where necessary. Replace wall finish. Install a new shower surround &amp; tub after cleaning and caulk all openings</li> <li>Remove replace sheetrock in kitchen around stove and ceiling. In ceiling in left side of house and bathroom shower as well.</li> </ul>	<hr/> <hr/> <hr/>
Insulation	<ul style="list-style-type: none"> <li>Add blown in insulation to achieve R-38</li> </ul>	<hr/> <hr/> <hr/>
Addendum #1 If applicable	<ul style="list-style-type: none"> <li>If there is an addendum #1 for this project, be sure to include the price you list here on the addendum #1 page</li> </ul>	<hr/> <hr/> <hr/>

Addendum #2 If applicable	<ul style="list-style-type: none"> <li>If there is an addendum #2 for this project, be sure to include the price you list here on the addendum #2 page</li> </ul>	_____
Addendum #3 If Applicable	If there is an addendum #3 for this project, be sure to include the price you list here on the addendum #3 page	_____
Addendum #4 If Applicable	If there is an addendum #4 for this project, be sure to include the price you list here on the addendum #4 page	_____
	TOTAL (this total price will include the cost of the scope of work plus all addendums received. This figure will be the same as the figure you list on the 1st page of Bid Form	\$ <u>39,920.</u>



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Adm Moter representing Adm Moter Construction  
(Print) (Company)

On this 9<sup>th</sup> day of Sept 2021 hereby agree to abide by the County’s “Cone of Silence” clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

[Signature]  
(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: 6618 Clayton Lane Milton FL
2. This sworn statement is submitted by, Ade Moter, whose business address is, 5922 Twin Oaks Dr Pace FL 32571, and (if applicable) Federal Employer Identification Number (FEIN) is 47-2873137 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. 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, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor 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 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 public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

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

Alan Mobe  
Name

[Signature]  
Signature

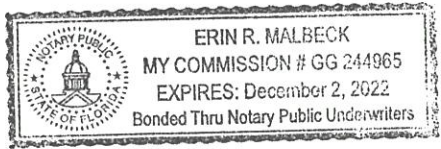
9/9/21  
Date

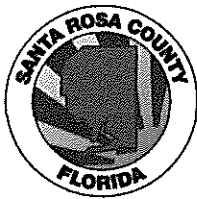
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of 9-9-, 2021, and is personally known to me, or has provided Florida Drivers License as identification.

STATE OF FLORIDA  
COUNTY OF: Santa Rosa

Notary Public

My Commission expires: \_\_\_\_\_  
Erin R Malbeck





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

SRC Procurement Form Debar 022\_00\_082719

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Adam Motes Title: owner  
 Signature: [Signature]  
 Firm: Adam Motes Construction, LLC  
 Street Address: 5922 Twin Oaks Dr  
 City: Pue  
 State: FL Zip Code: 32571  
 Solicitation Name 6618 Clayton Lane # XX-XXX 21-047





**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

**REFERENCES FORM**

*SRC Procurement Form Memo 024\_00\_082719*

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Aden Motes Construction, LLC  
PROPOSAL POINT OF CONTACT Aden Motes PHONE 850-503-4720  
EMAIL MotesAden@gmail.com

**REFERENCE I.**

PROJECT NAME: Various Projects  
AGENCY: Santa Rosa County  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: Erin Malbrede  
TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
TELEPHONE: 850-991-7092  
PROJECT COST: \_\_\_\_\_  
COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: \_\_\_\_\_ No:

Name(s)	Position(s)
_____	_____
_____	_____
_____	_____
_____	_____

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Adam Motz Construction LLC  
 BY (PRINTED): Adam Motz  
 BY (SIGNATURE): [Signature]  
 TITLE: Owner  
 ADDRESS: 5922 Twin Oaks Dr Pace State Fl Zip Code 32571  
 PHONE NO: 850-503-4720  
 E-MAIL: Motz adam@gmail.com  
 Date: 9/9/21





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2021

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

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

<b>PRODUCER</b>  All Risk Insurance, Inc. 79 Baybridge Drive Gulf Breeze FL 32561	<b>CONTACT NAME:</b> Madonna Gray <b>PHONE (A/C, Ho, Ext):</b> (850)243-8831 <b>E-MAIL ADDRESS:</b> mgray@allriskins.com	<b>FAX (A/C, No):</b> (850)824-3399
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Adam Motes Construction LLC 5955 Twin Oaks Drive Pace FL 32571	<b>INSURER A:</b> Cypress Property & Casualty Ins. Co. <b>NAIC #</b> 10953	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: CL2141604346** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GFL 1030459 07	2/23/2021	2/23/2022	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 PAGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

<b>CERTIFICATE HOLDER</b>  Connie0@santarosa.fl.gov  Santa Rosa County 6051 Old Bagdad Hwy. Room 202 Milton, FL 32583	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  E Gibson/CSRPN <i>Elyse Gibson</i>
--	---

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JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

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

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

**CONSTRUCTION INDUSTRY EXEMPTION**

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

**EFFECTIVE DATE:** 3/26/2021

**EXPIRATION DATE:** 3/26/2023

**PERSON:** ADAM M MOTES

**EMAIL:** MOTESADAM@GMAIL.COM

**FEIN:** 472873137

**BUSINESS NAME AND ADDRESS:**

ADAM MOTES CONSTRUCTION, LLC

5922 TWIN OAKS DR,  
MILTON, FL 32571

**SCOPE OF BUSINESS OR TRADE:**

Carpentry Detached  
One or Two Family  
Dwellings

Excavation and Drivers  
NOC

Door and Window  
Installation All Types  
Residential and  
Commercial

Concrete Work Incidental  
To The Construction Of  
Private Residence

Ceramic Tile, Indoor  
Stone, Marble, or Mosaic  
Work

Painting NOC & Shop  
Operations, Drivers

Floor Covering  
Installation- Resilient  
Flooring- Carpet and  
Laminate Flooring

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**IMPORTANT:** Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl


**ADDENDUM FORM**

To: Planholders  
From: Procurement Office  
Date: July 28, 2021  
Ref: Addendum #1 for **ITB 21-047 Housing Rehab. – 6618 Clayton Lane, Milton**

The following clarifications, amendments, additions, deletions, revisions and modifications to the contract documents and change the original documents in the manner and to the extent

- **The bid deadline for this project is extended until further notice**

This Addendum is furnished to all known prospective Proposers. **Please sign and include copy of this Addendum, with original signature, with your proposal as an acknowledgment of your having received same.**

NAME/TITLE: Adam Motes SIGNATURE:   
COMPANY: Adam Motes Construction DATE: 9/9/21

End of Addendum #1



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)


## ADDENDUM FORM

To: Planholders  
From: Procurement Office  
Date: August 26, 2021  
Ref: Addendum #2 for **ITB 21-047 Housing Rehab. - 6618 Clayton Lane, Milton, FL**

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

1. The bid deadline for this project is September 10, 2021 @ 10:00 a.m.
2. Please see attached Addendum report.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Adam Motes SIGNATURE:   
COMPANY: Adam Motes Construction DATE: 9/9/21

End of Addendum #2

NAME OF CONTRACTING FIRM: <i>Adam Motes Construction, LLC</i>	
ADDRESS OF FIRM: <i>5922 Twin Oaks Dr Pine FL, 32571</i>	
SOCIAL SECURITY NUMBER: <i>593-16-5135</i>	PHONE: _____ CELL: <i>850-503-4720</i>
DATE FIRM ORGANIZED/HOW LONG IN BUSINESS: <i>2017</i>	WHERE INCORPORATED AND WHEN: <i>Florida March 2017</i>
HOW LONG IN CONTRACTING BUSINESS UNDER PRESENT FIRM NAME: <i>7 years</i>	HAVE YOU ENGAGED IN BUSINESS UNDER ANY OTHER NAME?
GENERAL NATURE OF WORK PERFORMED BY YOUR FIRM: <i>Building Contractor</i>	HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU OR YOUR FIRM? (Yes or <u>No</u> ) (If Yes, attach statement explaining where and why.)
HAVE YOU EVER DEFAULTED ON A CONTRACT? (Yes or <u>No</u> ) (If Yes, attach statement explaining where and why.)	CAN YOUR FIRM FURNISH A LETTER OF CREDIT FROM YOUR SOURCE OF FINANCING? <i>Yes</i>

**LIST OF SUBCONTRACTORS**

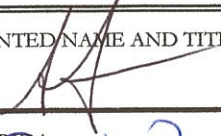

PLUMBER: <i>AM-1-500</i>	PHONE NUMBER: <i>850-910-4614</i>
ADDRESS: <i>5595 Chumuckla Hwy</i>	
ELECTRICIAN: <i>Wade Hunter Electric</i>	PHONE NUMBER: <i>850-777-6221</i>
ADDRESS:	
ROOFER: <i>Gator Roofing</i>	PHONE NUMBER: <i>850-501-1847</i>
ADDRESS:	
CARPENTER: <i>Adam Motes</i>	PHONE NUMBER: <i>850-503-4720</i>
ADDRESS:	
SEPTIC TANK: <i>O.L. Pender</i>	PHONE NUMBER: <i>850-994-5717</i>
ADDRESS:	
LIST YOUR USUAL MATERIAL SUPPLIERS AND ACCOUNTS:	

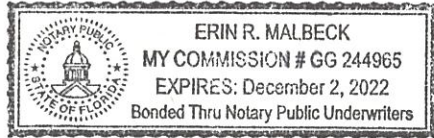


LIST YOUR USUAL MATERIAL SUPPLIERS AND ACCOUNTS:	

**ATTACH CURRENT COPIES OF THE FOLLOWING:**

- \* State of Florida, Dept. of Professional Regulation Registration
- \* County Contractors Certificate
- \* Contractor's Liability Insurance Certificate
- \* W-9 Form
- \* Workman's Compensation Insurance Certificate or Waiver issued by the State of Florida
- \* Certified Renovator/Painter Certification

TYPED OR PRINTED NAME AND TITLE OF CONTRACTOR: SIGNATURE: 
STATE OF FLORIDA COUNTY OF <u>Santa Rosa</u> Sworn to and subscribed before me this <u>9th</u> Day of <u>September</u> , 200 <u>21</u> .  (Signature of Notary Public - State of Florida)
Personally Known _____ or produced the following as Identification:



# Seagull Environmental Management Company

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-6606



***This is to Certify that***

**Adam Motes**

6714 Tyler Dr., Milton, FL 32570

***has successfully completed an English***

**8 Hr. Lead-Safe Removator Course**

**3-May-17 TO 3-May-17**

Accepted as Individual Certification in EPA administered states.

Alabama Accreditation: Jan. 27, 2011

Georgia Accredited: Chapter 391-3-24

Approved in Mississippi, Utah, and accepted in most authorized states.

Trainer(s): Barbara Turk

Training Address: 5030 Commerce Park Circle, Pensacola, FL 32505

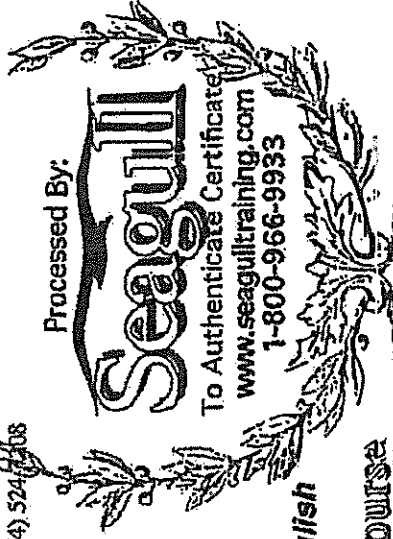
Passed an examination & hands-on skills assessment on: 3-May-17

***This Certificate Expires:***

Federally Administered States **2-May-22**

Most authorized states **2-May-20**

Georgia **2-May-20**



Processed By:

**Seagull**

To Authenticate Certificate:

[www.seagulltraining.com](http://www.seagulltraining.com)

1-800-966-9933

FOR ORIGINAL PRINTING, PLEASE CONTACT THE ORIGINAL  
LAW FIRM, LAW OFFICE OF JAMES G. STUMP, 1001  
SOUTH WILSON AVENUE, SUITE 1001  
MILTON, FL 32570

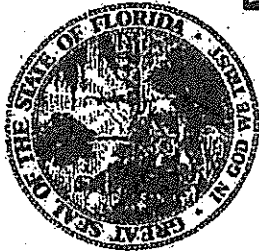
James G. Stump, Training Manager

Certificate Number: 171921

R-I-Subpart Q-17-71921

Course Number: BT1718

This certificate is only valid in conjunction with the appropriate firm certification. In addition, in some EPA authorized states, one must surrender this certificate to obtain a state certification for the individual. For additional certificates, contact Seagull at 1-800-966-9933.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

**MOTES, ADAM MICHAEL**

ADAM MOTES CONSTRUCTION, LLC  
5922 TWIN OAKS DR  
MILTON FL 32571

LICENSE NUMBER: CBC1261622

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://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.

**W-9**

October 2018  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

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

Adam Mote Construction, LLC

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

5922 TWIN OAKS DR

Requester's name and address (optional)

6 City, state, and ZIP code

FAIR FC 32571

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
4	7	-	2	8	7	3	1	3	7

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶ 7/26/20

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

## Exhibit B - Civil Rights Clauses

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**Exhibit C**  
**Special Conditions**  
**Federal Requirements**  
**With EEO and Davis – Bacon Act**

The following special conditions apply to the Agreement and are incorporated herein by reference:

**Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**Byrd Anti Lobbying Amendment (31 U.S. C. 1352)**. The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Work Hour and Safety Standards (40 U.S.C. 3701-3708)**. The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246)**. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under

this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications:**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.



5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often

than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The responsible Federal Agency or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the responsible Federal Agency may, after written notice to the Contractor, County, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission to the responsible Federal Department. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the responsible Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the responsible Federal Agency the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting government agency (or the applicant, County, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, the responsible Federal Agency, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios



and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as responsible Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**Exhibit D**

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 9/27/21 SIGNATURE:   
COMPANY: Adam Motes Construction NAME: Adam Motes  
(Typed or Printed)  
ADDRESS: 5922 Twin Oaks Dr TITLE: Owner  
Palme FL 32571 E-MAIL: motesada@gmail.com  
PHONE NO.: 850-503-4720