STANDARD FORM CONSTRUCTION BID AGREEMENT

THIS AGREEMENT is dated as of the 14th 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 Wolfe Construction Inc (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:

HOUSING RECONSTRUCTION – 6313 MATADOR STREET, MILTON, FL AS PRESCRIBED IN ITB 21-049

Article 2. ENGINEER.

The Project has been designed by

IRBY 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 <u>120</u> calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within <u>150</u> 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.

LIOUIDATED DAMAGES SCHEDULE

Begin Date	Consecutive	Liquidated Damages
	Calendar Days	
	to Complete	
Notice to Proceed	120	Daily Rate as Referenced on ITB 21-049
		Calendar Days to Complete

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 \$125,975.00 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.
 - <u>95</u>% 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 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 <u>95</u>% 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-Builts"; 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 Invitation to Bid 21-049 and Contractor's Bid
- 7.3 Exhibit B- Civil Rights Requirements
- 7.4 Exhibit C Vendors on Scrutinized Companies List
- 7.5 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 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. <u>Compliance with Regulations:</u> 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. <u>Nondiscrimination</u>: 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. <u>Solicitations for Subcontracts. including Procurements of Materials and Equipment:</u> 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. <u>Information and Reports:</u> 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. <u>Sanctions for Noncompliance</u>: 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. <u>Incorporation of Provisions</u>: 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.

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 disbarred 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 subcontractors. 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.

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counterpart each has been delivered to Ov	d Contractor have signed this Agreement in triplicate. One wner, Contractor, and Engineer. All portions of the Contract identified by Owner, and Contractor, or identified by Engineer
This Agreement will be effective onAgreement).	September 14, 2021 (which is the Effective Date of the
WITNESS: Dianne Wolfe Signature Dianne Wolfe Print Name	BY: Phil Wolfs Phil Wolfe, President
ATTEST: SECULT COLUMN	SANTA ROSA COUNTY, FLORIDA

SANTA ROSA COUNTY, FLORIDA



ITB 21-049 Housing Rehab. - 6313 Matador St, Milton

August 2021

OWNER: BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

SAM PARKER	-DISTRICT I
ROBERT A. "BOB" COLE	-DISTRICT II
JAMES CALKINS	-DISTRICT III
DAVE PIECH	-DISTRICT IV
COLTEN WRIGHT	-DISTRICT V

SECTION I. INVITATION TO BID

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MEMORANDUM

TO: Company Addressed DATE: July 23, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton

Notice is hereby given that the Santa Rosa County Board of County Commissioners will receive sealed bids from qualified licensed contractors for the reconstruction of the residence located at 6313 Matador St, Milton, FL 32583.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and must be received by 10:00 A.M. on August 18, 2021, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton". Please provide the original proposal, labeled "ORIGINAL" and one (1) electronic file in OCR (readable) PDF format.

A MANDATORY pre-bid conference will be held on August 4, 2021, at 11:00 a.m. (local time) at 6313 Matador St, Milton, FL 32583. All interested parties are invited to attend. Only those businesses represented may participate in the bid.

Specifications may be secured by download from the Santa Rosa County Website: https://www.santarosa.fl.gov/391/Procurement-Office "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to 4:00 p.m. on August 13, 2021.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.

STD ITB – BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID REQUIREMENTS

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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.

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 24, 2021

Pre-Bid Conference; August 4, 2021, at 11:00 a.m. -Mandatory

Deadline for Questions August 13, 2021 @ 12:00 p.m. Bids Due August 18, 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.

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 21-049 Housing Reconstruction - 6313 Matador St, Milton", 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

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.

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

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; 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.

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.

<u>Note</u>: 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.

<u>Note:</u> 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 **120 calendar days** after the Notice to Proceed date. 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.

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

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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BID SUBMISSION CHECKLIST

ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton Contractor:
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 Submission 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
Proof of Active Status with Florida Department of State Division of Corporations (sunbiz.com)
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:
By:
By:(Print)
Signature:
Title:
Date:

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 M

Milton, Florida 32570

REFERENCE: ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton

To w	hom it may concern,
consi	have received and reviewed the Bidding Documents sting of Drawings and Specifications (Project Manual) entitled ITB 21-049 Housing instruction - 6313 Matador St, Milton
I hav	e also received Addenda Numbers and have included their provisions in my Bid.
In su	bmitting 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 one hundred twenty (120) 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.

Provide Santa Rosa County with performance Bonds and adhere to Supplementary

7.

Conditions.

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

TOTAL BID		\$	·_
This is a lump sum project. The of change order. There is no accuracy of the stated quantities items within the plans. It is specifications, and project to this LUMP SUM BID. This base	implied statement by the ies within the bid tab or s the contractor's resp determine what is needed	e engineer or Santa Rosa Co that the bid tab is all inclus onsibility to carefully revi d to do the whole job, and to	ounty as to the vive of the work iew the plans, o reflect this in
FIRM:			
BY (print):			
SIGNATURE:		_	
TITLE:			
DATE:			
MAILING ADDRESS			
-			
PHONE ()	FAX	X ()	
EMAIL			

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 subconsultants, 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,	representing	
(Print)	(Company)	
On this of Silence" cl proposal/subn	2021 hereby agree to abide by the County's "Cod violation of this policy shall result in disqualification of	
(Signature)		

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:

This	sworn statement is submitted by,	, whose business
appli entit state	ess is,	, and (if the individual signing this sworn
My name	name is an ed above is	d my relationship to the entity (title).
I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statumeans a violation of any state or federal law by a person with respect to and directly related to transaction of business with any public entity or with an agency or political subdivision of any oth state or with the United States including, but not limited to, any bid or contract for goods or service 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 material misrepresentation.		pect to and directly related to the political subdivision of any other or contract for goods or services ision of any other state or of the
mean guilt infon	derstand that "convicted" or "convicted" as defined in paragraph as a finding of guilt or a conviction of a public entity crime w, in any federal or state trial court of records relating to chemation after July 1, 1989, as a result of a jury verdict, non-jury t contendere.	ith or without an adjudication of arges brought by indictment or
I unc	derstand 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	e entity crime; or
direct mana perso perso perso	An entity under the control of any natural person who is active who has been convicted of a public entity crime. The term "ators, executives, partners, shareholders, employees, members, agement of an affiliate. The ownership by one of shares constitutions when not for fair interest in another person, or a pooling ons when not for fair market value under an length agreement, slon controls another person. A person who knowingly convicted ong the preceding 36 months shall be considered an affiliate.	affiliate" includes those officers, and agents who are active in the ating a controlling income among of equipment or income among hall be a prima facie case that one
natur powe other	derstand that a "person" as defined in paragraph 287 .133 (1) ral person or entity organized under the laws of the state or of er to enter into a binding contract provision of goods or service rwise transacts or applies to transact business with a public enter officers, directors, executives, partners, shareholders, employer	the United States with the legal es let by a public entity, or which tity. The term "person" includes

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.		the statement which I have marked be ment. (Please indicate which statement	
	sha	areholders, employees, member, or	worn statement, nor any officers, dis agents who are active in management convicted of a public entity crime subs	of the entity, nor affiliate o
	sha the	areholders, employees, members, or	ment, or one or more of the officers, di r agents who are active in management convicted of a public entity crime sub c)	of the entity, or an affiliate o
	bef ent	fore a hearing officer of the State	the convicted vendor list. There has b of Florida, Division of Administrative ined that it was in public interest to re a attach a copy of the final order)	e Hearings. The final order
		e person or affiliate has not been pl or pending with, the department of	aced on the convicted vendor list. (Pleaf General Services)	ase describe any action taker
TH EN YE PU AM	E P TIT AR BLI IOU	PUBLIC ENTITY IDENTIFIED OF ONLY AND THAT THIS FOR IN WHICH IT IS FILED. I ALS IC ENTITY PRIOR TO ENTERI	SION OF THIS FORM TO THE CONIN PARAGRAPH 1 (ONE) ABOVI M IS VALID THROUGH DECEMBE O UNDERSTAND THAT I AM REQUESTION A CONTRACT IN EXCESTANT, FLORIDA STATUTES FOR CONTAINED IN THIS FORM	E IS FOR THAT PUBLIC OR 31 OF THE CALENDAR OUIRED TO INFORM THE SS OF THE THRESHOLD
Na	me			
Sig	gnat	ure	Date	
affi	ixed	his/her signature at the space pr	ME, the undersigned authority, who, after covided above on this day of	, 20, and is
		E OF FLORIDA TY OF:		Notary Public
		mmission expires:		•

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:		Title:	
Signature:			
Firm:			
Street Addres	s:		
City:			
	Zip Code:		
Solicitation N	Jame	# XX-XXX	

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	DITONE
PROPOSAL POINT OF CONTACT	PHONE
EMAIL	
REFERENCE I.	
PROJECT NAME:	
AGENCY:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	_
EMAIL:	_
TELEPHONE:	
PROJECT COST:	
COMPLETION DATE:	_
SCOPE of Project (list tasks, attach samples of deliver	ables, outlines or descriptions of items:
(You may attach information to this form)	
List key personnel assigned to this project that will wo assignments. You may attach information to this form)	• 1 • .

REFERENCE II.

PROJECT NAME:	
AGENCY:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	
EMAIL:	_
TELEPHONE:	-
PROJECT COST:	_
COMPLETION DATE:	_
SCOPE of Project (list tasks, attach samples of deliveral (You may attach information to this form)	ables, outlines or descriptions of items:
List key personnel assigned to this project that will worassignments. You may attach information to this form)	
REFERENCE III. PROJECT NAME:	
AGENCY:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	
EMAIL:	_
TELEPHONE:	-
PROJECT COST:	_
COMPLETION DATE:	
SCOPE of Project (list tasks, attach samples of delivera	ables, outlines or descriptions of items:
(You may attach information to this form)	, <u>.</u>
List kay parsannal assigned to this project that will was	ek on the County project (include
List key personnel assigned to this project that will wor assignments. You may attach information to this form)	• 1 • `

REFERENCE IV.					
PROJECT NAME:					
		TELEPHONE:			
		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):			
				REFERENCE V. PROJECT NAME:	
				AGENCY:	
ADDRESS:					
CITY, STATE, ZIP CODE:					
CONTACT PERSON:					
TITLE:					
EMAIL:					
TELEPHONE:					
PROJECT COST:	-				
COMPLETION DATE:					
SCOPE of Project (list tasks, attach samples of deliveral	oles, outlines or descriptions of items:				
(You may attach information to this form)					
List key personnel assigned to this project that will work assignments. You may attach information to this form):	c on the County project (include				

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 including it with their submittal.	y with this	policy by signing th	e following statement and
FIRM NAME:			
BY (PRINTED):			
BY (SIGNATURE):			
TITLE:			
ADDRESS:		State	Zip Code
PHONE NO:			
E-MAIL:			
Date:			

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

SHIP PROGRAM

RECONSTRUCTION PROJECT MANUAL

PROPERTY ADDRESS: 6313 Matador St, Milton, FL 32583

203-449-9202

OWNER: Carolyn H. Walker

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House Plans & Attachments	Attached

Introduction

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

Instructions to Bidders

- A mandatory Pre-Bid Conference will be held prior to the submission of bids. The conference will give the bidding contractors an opportunity to have all questions answered regarding the required work.

 Attendance at the pre-bid conference is mandatory.
- 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.
- Submit all pages of the reconstruction 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 reconstruction work performed must be inspected (rough-in and final) and conform to County Ordinances, State Laws, and Southern Building Code.

Bid Form

CONTRACTOR'S RECONSTRUCTION BID SUBMISSION SHEET

Owner: Carolyn H. Walker	File No. S-RC2020-06
Address: 6313 Matador St, Milton, FL 32583	Date Prepared: 7/15/2021
	Bid Opening Date:
Phone: 203-449-9202	

I (we) certify that I (we) have carefully examined the <u>Santa Rosa County HOME Project Information including Demolition Requirements and, Reconstruction Specifications, Survey, and House Plans and the <u>Disaster Mitigation Requirements</u>, for the above referenced job, and submit the following <u>TOTAL</u> bid to complete the project to construction industry standards for new construction, and that there will be <u>NO CHANGE ORDERS OR ADDITIONAL FUNDING</u> on this project.</u>

Ρ	re-	bid	confe	ence	mand	atory:
---	-----	-----	-------	------	------	--------

Location: 6313 Matador St, Milton, FL 32570

Date/Time: Day of Week/Date/Time

Bids submitted by contractors who do not attend the mandatory meeting will be disqualified.

Itemized bid required. Complete the Contractor's Reconstruction Bid Submission Sheet and enter total bid price below. Submission sheet must be prepared in ink and signed by the Contractor or authorized employee. Submission sheets are to be delivered to the Santa Rosa County Office of Procurement in a sealed envelope that designates the job name.

	TOTAL BID PRICE:	\$
CONTRACTING FIRM:		
SIGNATURE:		
ΓITLE:		
PHONE NUMBER:		
MI IMBER OF ADDENDI I	MS RECEIVED	

CONTRACTOR'S RECONSTRUCTION BID SUBMISSION SHEET

Owner: Carolyn H. Walker	File No. S-RC2020-06	
Address: 6313 Matador St, Milton, FL 32583	Date Prepared: 7/15/2021	
• •	·	
	Contractor:	
Demolition		\$
Termite Treatment		\$
Foundation Formwork		\$
Concrete		\$
Framing Material		\$
Framing Labor		\$
Crane Rental		\$
Truss Costs		\$
Hardie/Vinyl		\$
Shingle Installation Cost		\$
Shingle Cost		\$
Interior Drywall		\$
Interior Trim		\$
Interior Paint		\$
Carpet		\$
Vinyl Flooring		\$
Insulation		\$
Ceiling Insulation		\$
HVAC Unit		\$
Electrical		\$
Plumbing		\$
Cabinets		\$
Appliances		\$
Lighting Fixtures		\$
Water/Sewer Line		\$
Septic Repair/Installation		\$
Hurricane Protection (minimum to meet code requirements)		\$
Site Improvement		\$
Landscaping/Sod		\$
Exterior Doors \$		\$
Windows \$		
Bathroom Fixtures		\$
Kitchen Fixtures		\$
POD Storage Unit		\$
Disaster Mitigation		\$
If Addendums were received, provide cost estimate		\$
TOTAL		\$
		-

Directions to Reconstruction Location

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

START

1. Start out by going East on Old Bagdad Hwy 0.69 mi



 Turn Right onto Rice Rd 0.21 mi



3. Take the second left onto Matador St 0.09 mi



7. 6313 Matador St. is on the right

CONTRACTOR'S STATEMENT OF QUALIFICATIONS (Contents of this statement will be confidential.)

NAME OF CONTRACTING FIRM:			
ADDRESS OF FIRM:			
FEDERAL EMPLOYEE IDENTIFICATION 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?		
BONDING CAPACITY: \$			
BONDING COMPANY NAME AND ADDRESS:	BONDING COMPANY NAME AND ADDRESS:		
LIST RECENT REMODELING JOBS:			
CLIENT NAME:	CLIENT PHONE NUMBER:		
ADDRESS:			
CLIENT NAME:	CLIENT PHONE NUMBER:		
ADDRESS:			
CLIENT NAME:	CLIENT PHONE NUMBER:		
ADDRESS:			
LIST O	F 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

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 reconstruction 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 homeowner 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/reconstruction 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 current 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. A copy of each addendum received for the project must be attached to the bid you submit. A total cost for these addendums must be listed on each addendum page.

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

Work requiring a building permit 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/reconstruction 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 homeowner 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/reconstruction project must comply with **current** 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 homeowner.

30. Personal Items

Removal and relocating of all personal items in the dwelling is the sole responsibility of the homeowner unless otherwise noted within the bid manual or any addendums received.

Specifications

MATERIALS:

All materials, as specified within the HOME Specifications and on the drawings attached to each bid packet, are considered to be minimums. All lumber and sheathing must be graded and stamped by the appropriate inspection bureau. All materials must be new, unused materials with no visible defects.

WORKMANSHIP:

All work shall be completed in accordance with Industry Standards for new construction, which will require the following:

- Floors must be level and free from defects.
- Walls must be plumb, warped studs straightened or removed.
- Windows: Rough openings must be plumb and level, units must open, close, and lock properly.
- Exterior Doors: Thresholds must be flashed with valley flashing then caulked prior to installing unit. Units must be blocked in opening with shims at top hinge, bottom hinge and at keeper. Screws are to be installed through hinges into frame work. Thresholds will be supported by a soldier course of brick or concrete pad.
- Roofing must be installed per code, to include proper valley flashings; eave metal to be factory baked on enamel finish and must be installed under felt under-layment; first course of shingles must be spot fastened to starter course with plastic roofing cement.
- <u>Vinyl Siding</u> must be installed over an approved vapor barrier; must be nailed per manufacturers specifications; and must include all vinyl accessories.
- Sheetrock must be free of all defects including nail-pops, tape blisters, joint shadows, cracks, uneven/unfinished angles, and uneven/inconsistent wall/ceiling textures.
- <u>Interior Trim</u>: all doors must have wood jambs and casings; all moldings must match; all joints must fit with minimum gaps (less than 1/8"); all nails must be set; shoe mold must be installed over all vinyl.
- <u>Painting</u> must be free of all "holidays," roller and brush marks, runs, drips, sags, dust and dirt, and caulk build-up.
- <u>Mechanical</u>: Supply ducts must be installed 6' to 8' from exterior walls with air directed at or toward exterior doors and windows.
- <u>Electrical</u>: All boxes must be fastened to framing members and installed so as to properly accommodate device. Receptacles, switches, and covers must be installed straight and level with wall. Breakers must be identified within new breaker box.
- <u>Plumbing</u>: Lines must be fastened to framing members; escutcheons installed; shut-off between meter and house must be sleeved with a minimum of a 4" diameter PVC pipe.

The Homeowner will have the following sample choices, where applicable:

Shingle Color
Exterior Paint
Interior Wall Color
Interior Door Finish
Sheet Vinyl or Composite Tile
Carpet Color
Cabinet Finish

Counter Top Color Stove Refrigerator Bath fixtures

White

DEMOLITION REQUIREMENTS

Remove the entire existing structure including: foundation, footings, porches, steps, and all concrete masonry units.

Remove all remaining shrubs and trees within 6 feet of the new foundation.

Building site must be cleaned of all debris including roots and building materials. Site must be left in a uniform/ready for reconstruction state. Fill may be necessary to level site after demo.

Adequate fill around perimeter of house will be added to within 8" of finished floor and tapered to 1:12 to existing grade.

Abandon any septic tank systems as per Health Dept. requirements. Abandon and remove any buried propane tanks in accordance with EPA regulations.

DEMOLITION OF A HOUSING UNIT CONTAINING ASBESTOS

- Demolition of all units under the HOME program that contain asbestos must be done under the specifications required by the State of Florida, Department of Environmental Protection, and Air Quality Standards.
- 2. Demolition of all units under the HOME program that contain asbestos must be performed by a licensed and insured Demolition Contractor who is knowledgeable of asbestos removal and who is approved by the Department of Environmental Protection for the demolition of units which contain the following types of asbestos materials:
 - A. Exterior Shingle Sidings
 - B. Floor Tile and Linoleum
 - C. Ceiling Tiles
- 3. All awarded contractors will be responsible for notification to the Department of Environmental Protection prior to the actual demolition activity.
- 4. All demolition work is to be permitted/inspected/approved through the appropriate authority.

RECONSTRUCTION SPECIFICATIONS

All reconstruction work shall be completed in accordance with the following Southern Building Code Congress International (SBCCI) Codes: Building, Electrical, Mechanical, Plumbing, and Gas. Further, work shall comply with the State of Florida, Energy Efficiency Code, and Standards for Onsite Sewage Disposal Systems. In addition, construction shall be completed in compliance with all County ordinances and as specified as follows:

<u>Foundations:</u> Foundations are designed for stick-framed roof system. Wind load based on monolithic slab. Off-grade foundations are acceptable when contractor submits certified wind load calculations.

- A. Monolithic Slab-on-grade Foundations:
 - Slab and footing to be poured as a monolithic unit over termite treated compacted fill and 6 mil vapor barrier or approved fibercrete. Minimum slab thickness to be 3 2".
 - Footing: continuous (minimum 12" wide by 20" deep as measured from top of slab) with 2 @ #5 rebar with 25" lap.
 - 2" x 10", "j" bolts to be installed per drawing with 2x2x1/8" washers.
 - ullet Monolithic pour to be minimum 2500 psi fibercrete or approved WWM with chairs.
- B. Slab on-grade:
 - Exterior load bearing wall framing: 8'1" wall height (from sole to DBL top) studs to be 2 x 4 YP (stud grade) at 16", strapped as per plans.
 - Exterior Sheathing: wind shear resistance in shear wall segments all exterior walls (except shear wall segments) to be sheathed with 2" OSB or CDX installed vertically and nailed with 8d commons at 6"/12"
 - Shear Wall Segments: indicated on drawing as (SWS) all panels in SWS to be installed horizontally and blocked at joint with 2 x 4 and nailed as per plans.

Septic Systems

Septic systems shall be installed in accordance with State and local ordinances. Inspection, survey by Health Dept. and tie in is responsibility of contractor.

WELL

Deep well to be figured at 160' min. to 200' max.

Roof System and Shingles:

Foundations are designed for stick framed roof systems, 5:12 pitch. Roof systems shall be constructed per drawing and as follows:

- Engineered trusses will be utilized.
- Attic access opening shall be framed per location on drawing or as directed, with the opening extended upward 6" for insulation purposes
- All roofs are to have a 2 x 6 band installed on the rafter tails (which is the sub-fascia); roof sheathing shall be a minimum 7/16" CDX or OSB sheathing, installed with face grain perpendicular to rafters and rated for rafter spacing. Ply-clips are required between courses.
- Roof sheathing is to extend 1/2" beyond 2 x 4 band and nailed to band
- Roof sheathing is to covered with 15# felt, install 6" double break aluminum eave metal with a factory baked on finish, color to match fascia. Install approved shingles as per county requirements. Roofing will carry a 25 year warranty. Open ridges and install continuous roof ventilation with all accessories, ridge vent is to be nailed to rafters.

Exterior Doors:

Size and style of doors are indicated on drawing:

All door units are to be steel, insulated units with adjustable threshold and weather-stripping. Units are to be installed with brick mold casing and be tested for 140 mph wind-load. Exterior doors are to be equipped with "Kwik-set" lock sets or equal and matching dead bolt locks, keyed alike.

When required:

A. Handicap ramps

- Extend size of front entry slab to be $6' \times 6' \times 3-1/2''$ concrete slab with 6×6 WWM or fibercrete. Finished elevation shall be (-)1'' at door sloped 1:12 away from dwelling.
- Construct concrete 3'0" ramp at 1:12 slope to grade. Include light broom finish.
- Handrails and guard rails to be built to code. Handrails shall be splinter free and to code as to size and weight bearing. Material can be Pressure Treated or approved equal.

Thresholds to be supported by a soldier course of brick or concrete apron.

Windows:

Sizes are indicated on drawing:

All units are to be aluminum frame, insulated (double-glazed) units complete with screens.

Units are to be single hung, unless indicated by an HZ designation.

Windows are to be installed as per manufacture's requirements for 140 mph windload.

Units are to be installed as per county requirements.

The color of the window frame (bronze or white) is to be determined by the Homeowner.

Siding, Soffit, and Fascia:

All units are to be wrapped with vinyl siding as follows:

Vinyl to be a .042" thickness (plus or minus .003")

All siding to be installed over a vapor barrier of 15# felt or "Builders Foil"

Vinyl to be installed per manufacturer's specifications and county requirements.

"J" channel is to be installed around windows and placed at exterior door brick mold (no wood window casing required).

All accessories are to match vinyl.

Fascia, wrap fascia with minimum .019" aluminum $\,$

Soffit to be ventilated vinyl soffit

Soffit is to be installed in the eaves and all porch ceilings with maximum 18" span between supports.

Each unit to include three (3) sets of vinyl shutters

Contractor is to provide a minimum of four color samples of the siding, soffit, and fascia for the Homeowner to choose.

Electrical and Wiring:

All electrical shall be installed per code for new residential construction, and as follows:

All equipment shall be new and UL approved.

Mast will be required on each unit, with no POA to fascia.

All wiring shall be copper with the exception of circuits for the dryer, electric ranges, and cook tops (when indicated).

All breakers shall be new and the breaker box installed per drawing.

Lighting fixtures shall be installed as follows:

Install bent glass, ceiling-mounted fixtures, with a minimum of one 60-watt bulb installed. Pre-Bedrooms: wire and block for ceiling fan with a switch for fan and switch for light.

Front Room and Dining:

Install a minimum 2-bulb, globe-type ceiling mounted fixture with a minimum of one 60-watt bulb installed. Pre-wire and block for ceiling fan with a switch for fan and switch for light.

Kitchen: Install a 4', 2-bulb fluorescent light fixture with globe and single bulb fixture over sink.

Install a globe type ceiling mounted light fixture with a minimum of one 60-watt bulb. Bathroom:

Utility Room/Area:

Install a globe type ceiling mounted fixture with a minimum of one 60-watt bulb. Install a globe type ceiling mounted fixture with a minimum of one 60-watt bulb. Hallways:

Exterior Doors:

Install a globe type, wall mounted fixture at each exterior door. Install a minimum of one 60watt bulb.

In addition, the following are to be installed:

- 1. Smoke detector(s); will be installed per code.
- 2. Carbon monoxide detectors are to be installed where required by code.
- 3. Dryer plug installed.
- 4. Two (2) telephone outlets installed (per Homeowner).
- 5. Two-speed (high & low) vented range hood installed above stove. Range hood to be the same size as range but a minimum of 30". In addition, range Hood shall have a light with a 20-watt appliance bulb installed.
- 6. Range hood shall be vent type and vented through roof.
- 7. Door bell assembly to be installed with button installed at front entry.
- 8. Ceiling-mounted ventilation fan installed in all bathrooms without a window. Fans shall be operated on a separate switch from the light fixture.
- 9. Should a Homeowner have cable existing, the contractor is required to pre-wire two boxes.
- 10. Wiring for light and fan combinations are to be installed in all bedrooms, living room and dining room.

Plumbing:

All plumbing shall be installed per code for new residential construction and as follows:

- Water lines shall be copper.
- Exposed copper pipe under the floor shall be wrapped with pipe insulation designed as pipe insulation.
- Main Supply to house shall be a minimum 3/4", 160 psi PVC, with shut-off valve between the house and the
- Exterior hose bibs will have vacuum blocks installed.

Fixtures (domestic brands only) shall be UL approved and as follows:

Kitchen: Sink shall be a standard 6 1/2" deep, dual compartment, stainless steel sink without spray attachment. Fixture shall be a single lever, brass body (Price Pfister, or equal).

19" round, steel sink (to be set in post-form top). Fixture to be single lever, brass Lavatorv:

body (Price Pfister, or equal).

Unless otherwise indicated on the drawing, all units are to have a one-piece, 5-foot Tub: tub/shower unit. Fixture to be single lever, brass body (Price Pfister, or equal).

Install access panel.

Water Closet: Vitreous china, reverse trap, closed couple combination, with lid and seat and metal

Water Heater: 40-gallon (gas or electric. Must meet State of Florida Energy Efficiency Code. Drain

pan required.

flushing handle.

Exterior Sill Cocks: Install two (2), brass body Shut-off Valves:

Brass only and installed per Code.

Stack and drain lines shall be new PVC pipe installed per Code.

Install supply from supply to REF location for ice maker. If installed, tubing from supply to hook-up will be copper with brass fittings.

Washer box to be installed in laundry room.

Mechanical:

All new units installed per Code for new residential construction and as follows:

All electric units will be heat pump heat and air systems; or

All gas units with conventional air.

All units must be installed in a fire-rated closet as per county requirements with minimum 24" x 60" door. Floor to be 1" thick.

Return-air grill to be removable filter type with filter installed.

All gas units to have electronic pilot, combustion air vents, and exhaust vent.

All heating systems must include:

Thermostatic control

Insulated duct work, minimum R-6

Adjustable ceiling mounted grills

Seal return-air plenum (air tight) with plywood bottom.

Platform cleats to be nailed following the installation of sheetrock

All interior doors of heated rooms must have 1/2" clearance from top of carpet or vinyl to bottom of door for return-air

Ceiling-Mounted Bathroom Ventilator:

Install only in bathroom without window ventilation.

Unit must be rated to exhaust a minimum of one (1) cubic foot of air per square foot of bathroom floor area.

Unit must be capable of operating independent of light fixture, and switched on wall.

Range Hood:

Install a vented range hood with rigid vent pipe through roof.

Clearance from top of cooking surface to bottom of wall cabinet to be 30".

All units to have 2-speed fans with built-in light (bulb to be installed).

Interior Walls Sheathing:

Location:	Material:	Finish:
Bedrooms Kitchen Utility Rooms Front Rooms Living Rooms Dining Rooms Halls	1/2 " Sheetrock, Regular	Orange Peel Texture
Bathrooms	1/2" Green Board	Orange Peel Texture

Interior Ceiling Sheathing: Note-As per SBCCI, Section 2308, all gypsum wallboard ceilings will be 5/8": or 2
rated gypsum ceiling board.*

Location:	Material:	Finish:
Bedrooms Kitchen Utility Rooms Front Rooms Living Rooms Dining Rooms Halls	5/8 " Sheetrock, Regular	Spray Texture
Bathrooms	5/8" Green Board	Spray Texture

Cabinets and Counter Tops:

Cabinets to be custom built, solid wood and plywood construction only.

Valance above sink is not mandatory. However, if installed it is not considered in overall cabinet footage.

All units must have <u>basswood</u> rails and stiles.

All units must have $\overline{3/4"}$ Birch plywood doors, drawer fronts, and exposed sides (sides for stove opening may be 3/4" pine).

All base units must have $\frac{1}{2}$ " pine BC bottoms or better.

All base units to have minimum 3/4" x 12" shelf (plywood or solid wood), except under kitchen sink. All overhead (wall) units must be 30" in overall height with three (3) 3/4" storage surfaces. Plywood shelves will have a $\frac{1}{4}$ " nosing.

All units to have minimum 1/8" masonite backs.

Hardware: Side mounted drawer guides, flush mounted hinges, and metal handles or pulls. Counter tops to be post-form P/L or custom tops. Custom tops are to be built using 3/4" plywood with 3/4" x 4" backsplashes finished with matching laminate. All mitered joints seam-filled and sealed. All plywood shelves are required to have a 4" hardwood nosing.

Exhaust air duct for stove shall be boxed both inside and above cabinets.

Cabinets which are not enclosed above the wall cabinets: a birch plywood box shall be installed around the range hood vent pipe.

Base cabinets shall be designed with one drawer a minimum of 14" (inside dimension) for silverware. Cabinets may be natural finished, stained with 2 coats of varnish or pickled with 2 coats of varnish. Cabinet finish can be natural, stained or pickled and varnished.

Interior Trim:

All nails to be set and filled with putty.

Baseboards and casings: colonial or tear drop (wood only). Use one or the other, not both.

All casing and baseboard to be painted. Doors to be clear or stained or painted.

Bedroom, bathroom, and closet doors to be hollow core Luan door units, compete with wood jambs and casings.

Locksets: bathroom and bedroom to be privacy locksets.

Heater closet to have dummy knob with magnetic or pressure latch.

Bi-fold doors to have pull knobs.

Install door stop/bumpers for all swinging doors.

Trim windows with sheetrock returns and wood stool and skirt.

All edges to be factory molded, job routed, or sanded to smooth finish.

All cabinets to have shoe mold installed at floor.

Shoe mold to be installed when baseboard is not flush with floor.

Bathroom Trim:

All tubs/showers to have shower curtain rod.

All bathrooms to have metal or plastic recess/mirrored medicine cabinet.

All bathrooms to have soap dish, toilet paper holder, toothbrush holder, and 24" towel bar.

Handicap requirements on housing without complete ADA requirements:

When required, contractor will install 2-36" grab bars, Model CS-1; stainless steel, "H" series or equal. Blocking will be installed prior to installation from wall to wall and be sufficient to support appropriate weight.

Contractor will also install 1 handicap toilet, supply and wax seal.

Insulation:

Exterior Walls: 3 2" R-13 kraft backed batts.

Ceilings: Minimum R-30 batts or blown fiberglass. Cardboard baffles must be installed when

ceilings blown.

Floors: All off-grade floors, minimum 6" batts with mesh protection or metal strap supports. Floors are to be insulated (between floor joists) to a minimum R-30, kraft-backed insulation with the paper turned toward the floor. The insulation must be supported using wire-type strapping or wire/plastic mesh.

Painting:

Exterior Surfaces -

Caulk between changes in materials (i.e., aluminum and vinyl, vinyl and wood). Caulk all mitered/butt joint same material.

Steel Doors: paint with two (2) coats semi-gloss, latex base only.

Interior Surfaces -

Caulk all intersections of dissimilar materials (i.e., aluminum and sheetrock, sheetrock and wood, aluminum and wood, etc.).

Set all nails in trim and putty.

Sheetrock Walls: prime all walls with latex primer, then paint with latex flat or satin finish $\underline{\text{only}}$. New Wood Painted: prime, sand, putty nail holes, caulk edges, and then paint with semi-gloss latex, repeat until smooth surface is obtained.

New Stained or Natural: stain or leave natural (per homeowner). Apply first coat of sanding sealer and allow to dry per manufacturer's specifications. Sand dry sealer, set and putty nail heads, then apply second coat of sanding sealer. Repeat process as necessary (with sanding between coats) until a smooth finish is obtained.

Note: cabinets are to be finished in the following areas: rails, stiles, scribe molding, valance exposed sides, drawer fronts, both sides of doors, inside door and drawer rails and stiles, and a minimum of 24" x 36" under kitchen sink and entire vanity bottom.

Finished Flooring:

Bathroom, Kitchen, Utility Room: install "Cambray," or equal (.065) sheet vinyl(\$16.00/yard installed). Front Room, Bedrooms, Hall, Dining: install carpet over 1/2" rebound pad (\$16.00/yd. installed). All finished flooring must be VA/FHA approved.

Carpet is to be plush or sculptured. Homeowner is to pick color and design from Contractor's samples. Flooring material is to be a minimum of \$16.00/yd. installed.

House Numbers: Where applicable, three inch (3") metal nail-up type. Numbers must be installed over contrasting color.

Termite Pre-treatment: Each housing unit must be treated for termites with a one-time, one-year guarantee treatment; certification required.

Miscellaneous: Dryer vent - install to outside.

Carbon Monoxide Detectors will be included in all units with natural gas hook-ups. Bedroom Closets - to receive rod & shelf or metal combo. Laundry Closet - to receive rod & shelf or metal combo.

<u>Appliances:</u> Stove, when required, will be 30" free standing (gas or electric) with oven, model comparable to Lowe's Frigidaire FFEF3015LW. Refrigerator, Energy Star Rating. Model comparable to Lowe's Frigidaire 20.6 cubic feet. Top mount refrigerator Model: FRT21IL6JW. Cost of appliances include cost of unit, delivery, tax and installation. <u>All appliances are to be rated energy star efficient.</u>

Exterior:

Finish grade will be a minimum of 8" below finished floor, sloped 1:12 away from house. Adequate fill should be estimated no matter what the existing terrain. Add centipede sod to exterior of new dwelling to a distance of 6 feet and spread winter rye around to a distance of 12 feet beyond the initial 6 feet of sod. No other grade or landscaping work is to be included.

Nailing:

In addition to the nailing schedule listed in the general specs, the nailing schedule listed in SBCCI, Section 2308, will be required.*

Where a common nail is required, a common nail will be used. Sinkers and air-driven nails do not meet dimensions or pull-out tests for common nails.*

 $\underline{\text{Changes to Specifications:}} \text{ Changes to specifications will be done in writing and where required, will include engineering and/or test data.}$

NOTE: Contractor will be responsible to include the following submittal with building permit requests:

- 1. Site plan.
- 2. Energy calculations.
- 3. Roof data sheet.
- 4. Concrete pour.
- 5. Exterior doors data sheet.
- 6. Windows data sheet.
- 7. Termite treatment type and application.
- 8. Engineered truss sheets with engineers stamp.

Data sheets for all county required items must be attached to building permit request. The above list may vary as per county requirements.

Homeowner Responsibilities and Obligations

The Homeowner is responsible for the following prior to demolition:

- a. Contacting gas service company and requesting removal of meter and disconnection of gas line from main. When the job is completed, the homeowner is responsible for arranging to have the meter reconnected and service reattached to the main and service resumed. Homeowner is responsible for any disconnect and reconnect fees.
- b. Contacting electric company to request disconnection of power from house. The Homeowner would also need to request that the account stay open and pay the monthly fee to keep account open if required by the electric company. When the job is completed and the Final Inspection turned into the electric company, the homeowner is responsible for arranging for the reattachment and reconnection of power. Homeowner is responsible for any disconnect and reconnect fees.
- c. Removal of any shrubs, plants, and bushes from and around the building site which the Homeowner wishes to save and replant.
- d. The Homeowner is responsible for maintaining existing water for the Contractors use during the rehabilitation period.
- e. The Homeowner is responsible for the removal of all belongings/furnishings from the unit prior to the start date. This includes clothes, furniture, furnishings, drapes and curtains and other items which the Homeowner may want to save. The Homeowner may make arrangements with the Contractor to remove unwanted belongings, etc. at the Homeowner's expense. The Contractor is not responsible for removal of Homeowner's trash and or discarded belongings/furnishings.
- f. Items which are left within the unit, which are to be removed/replaced by the Contractor, become the property of the Contractor and must be removed from the site by the Contractor.
- g. Cooperate with the County, Housing Program Staff and the Contractor to facilitate the performance of the reconstruction work. The contract consists of the contract document, bid and proposal, general conditions and the specifications incorporated therein by reference, including this manual, and drawings, if applicable.

Payment Schedule

Payments for work completed under the HOME Program will be made in accordance with the following:

- 1. Twenty percent (20%) percent will be paid upon completion of the slab.
- 2. Thirty percent (30%) will be paid upon completion of framing and framing inspection by Santa Rosa County Building Inspections and Housing Staff.
- 3. The remaining fifty (50%) percent will be paid upon completion of all contract requirements as stipulated below.
 - a) Completion of inspection report by Housing Inspector
 - b) Inspection/Sign-off by Building Inspections
 - c) All warranty papers turned over to the homeowner
 - d) Acceptance by the Homeowner
 - e) Premises free from all construction debris
 - f) Certificate of Occupancy issued by the County
 - g) List of all sub-contractors with their appropriate permit number supplied.

Contractor Section

This section sets forth requirements and procedures with respect to the construction project for reconstruction 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 reconstruction work performed under the Santa Rosa County SHIP/HOME Program.

- 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.
- 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.
- 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 120 days 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 120 day time frame, 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 and signed 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 Santa Rosa County.

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/reconstruction 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

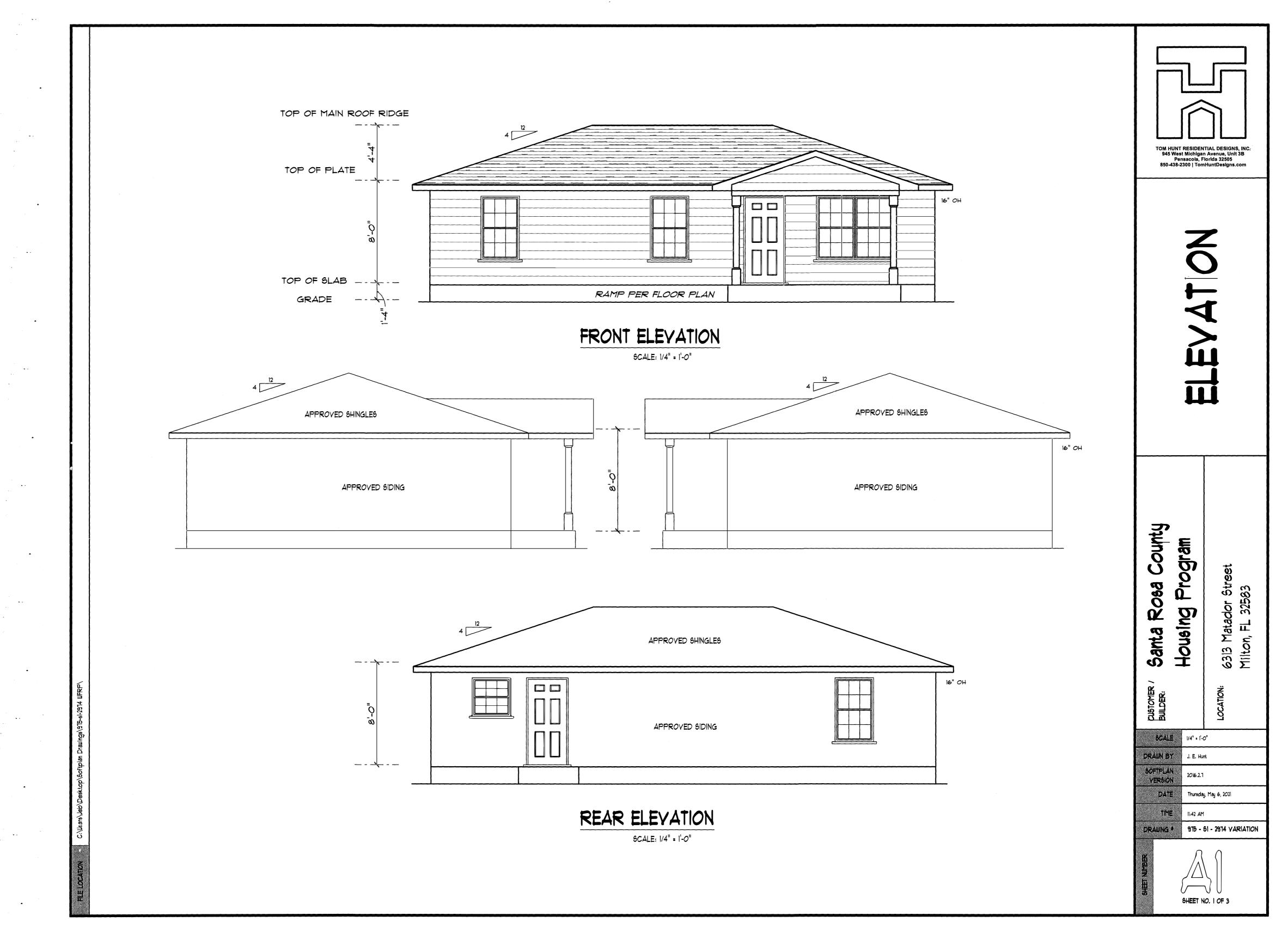
15. The Contractor is responsible for the following <u>prior</u> to Demolition:

- a. Obtaining Demolition Permit, if required by the County.
- b. Setting temporary power pole, paying deposit, and arranging for inspection of temporary pole.
- c. NOTE: The Contractor will be responsible for all charges, fees, and monthly bills in conjunction with the temporary electric service.
- d. Disconnection of water lines from meter and the installation of a temporary water cock, stubbed up from meter.
- e. Removal of any fences.
- f. Install portable toilet on site.

Miscellaneous Provisions

- The County may add other provisions to the contract and/or general conditions as required to meet various federal, state and local laws and regulations governing equal employment opportunity, wage rates, contracting procedures, etc.
- Upon entering the program, each qualified contractor will be provided a copy of the *Operations Manual and General Specifications and Reconstruction Standards*. Each contractor will sign a statement indicating receipt of the information.
- 3. Repair items not allowed under the program:
 - a) Gutters
 - b) Under-skirting
 - c) Driveways
 - d) Exterior sight work of any kind, including tree trimming
 - e) Detached buildings of any kind
 - f) Home or porch additions
 - g) Roofing different than the existing
 - h) Interior completion of garage areas
- 4. 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 reconstructed. 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 homeowner/applicant. 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.
- 5. Contractors shall be of good reputation, financially sound, have adequate financial resources and be qualified to carry out the work.
- 6. 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.
- 7. If a bid other than the low bid is selected, a statement of the reasons for the selection will be provided. The homeowner/applicant's preference alone is not an acceptable reason for selecting a higher bid.
- 8. If two bids are not submitted and the bid received is acceptable, the bid may be awarded to the single bidder.
- 9. A standard specification and bid form shall be used for submission of all bids.
- 10. 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 Reconstruction 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 County HOME Program.
- 11. In carrying out the contract, 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.



After the building permit has been stamped by the plan review office, Tom E. Hunt Residential Designs Inc has no more responsibility tied to building this house.

945 West Michigan Avenue, Unit 3B Pensacola, Florida 32505 850-438-2300 | TomHuntDesigns.com

County Program Street R088 Matador ousing anta $\overline{\omega}$ 63 のエ LOCATION:

FOOTAGES:

LIVING AREA = 975 sf

COV'D. PORCH = 65 sf

= 1040 sf

TOTAL

SCALE 1/4" = 1'-0" DRAWN BY J. E. Hunt SOFTPLAN 2016.2.7 **VERSION** DATE Thursday, May 6, 2021

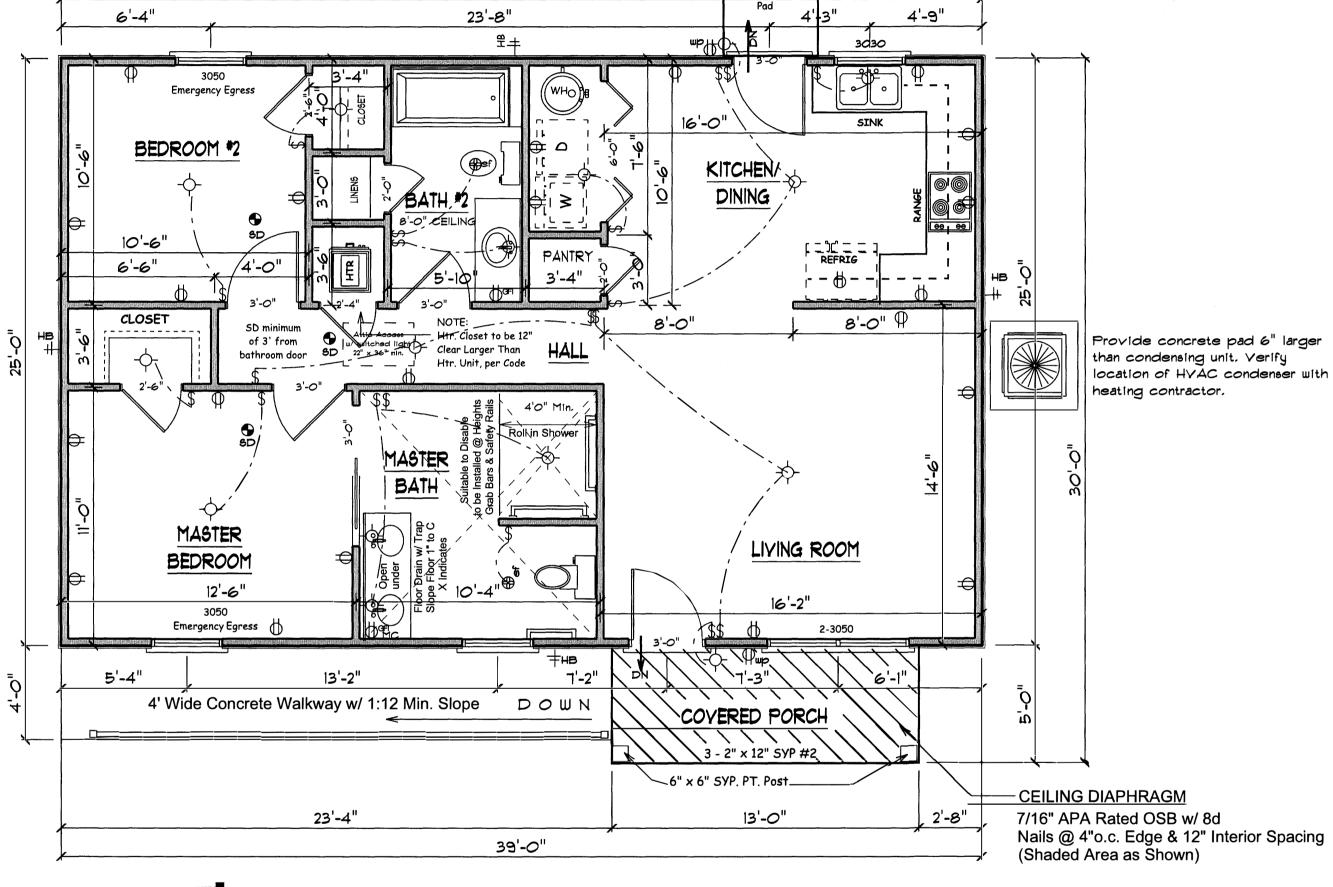
975 - SI - 2974 YARIATION

ELECTRICAL NOTES:

- + Electrical diagram is suggestive only. Consult owner for further information on type, number and location of all fixtures.
- + All electrical in these plans are in compliance with the 2020 National Electrical Code (NFPA)
- + Smoke detectors to be handwired interconnected 4 have monitored battery backup in all bedrooms and hall to bedrooms.
- + Carbon monoxide detectors in halls 10" max. from bedrooms.

PROVISIONS FOR BALANCED AIR:

- + Pressure differentials across closed doors where returns are centrally located shall be limited to 0.01 inch WC (2.5 Pa) or less. Pressure differentials across fire walls in ceiling space plenums shall be limited to 0.01 inch (2.5 Pa) by providing air duct pathways of air transfer pathways from the high pressure zone to the low zone.
- + Habitable room only shall be required to meet these requirements for proper balanced return air.



39'-0"

4' × 4'

Concrete

Grab Bar Height NOTE: Exposed hot water supply and drain lines must be INSULATED **LAVATORY FLOOR-MOUNTED WATER CLOSET**

GENERAL HANDICAP NOTES:

- (1.) Two permanent entry / exit ramps with grade level with interior floor. Ramps to be 3'-6" wide with 8% maximum slope.
- (2.) Railings are required if the height and length of platform and ramps indicate any questions of a hazard.
- (3.) Shower/Tub Safety rails on two sides minimum
- (4.) Faucets Accessible from wheelchair to allow adjusting water temperature before entering or during shower.
- (5.) Vanity Open under lavatory providing sufficient clear height and width to accomodate wheelchair.
- (6.) Pipes to be relocated and insulated.
- (7.) Mirror to be suitable level for us from wheelchair.
- (8.) Electrical receptacles at 18" minimum: switches at 48" maximum.

BATHROOM FIXTURES

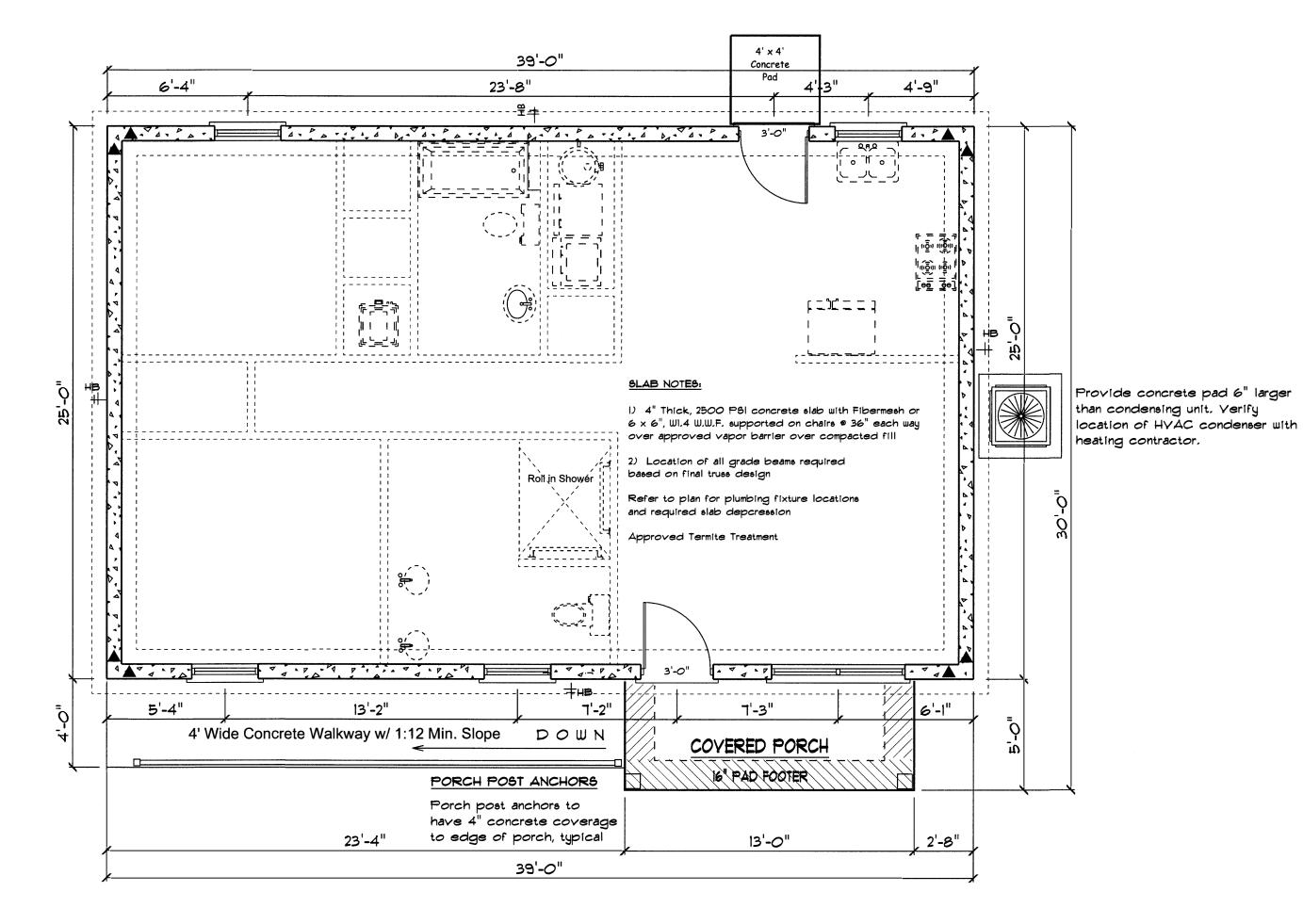


County Santa Rosa (Housing Pro

6313 Matador Street Milton, FL 32583

BCALE	1/4" = 1'-0"
DRAWN BY	J. E. Hunt
SOFTPLAN VERSION	2016.2.7
DATE	Thursday, May 6, 2021
TIME	II:43 AM
DRAWING .	975 - SI - 2974 YARIATION

SHEET NO. 3 OF 3



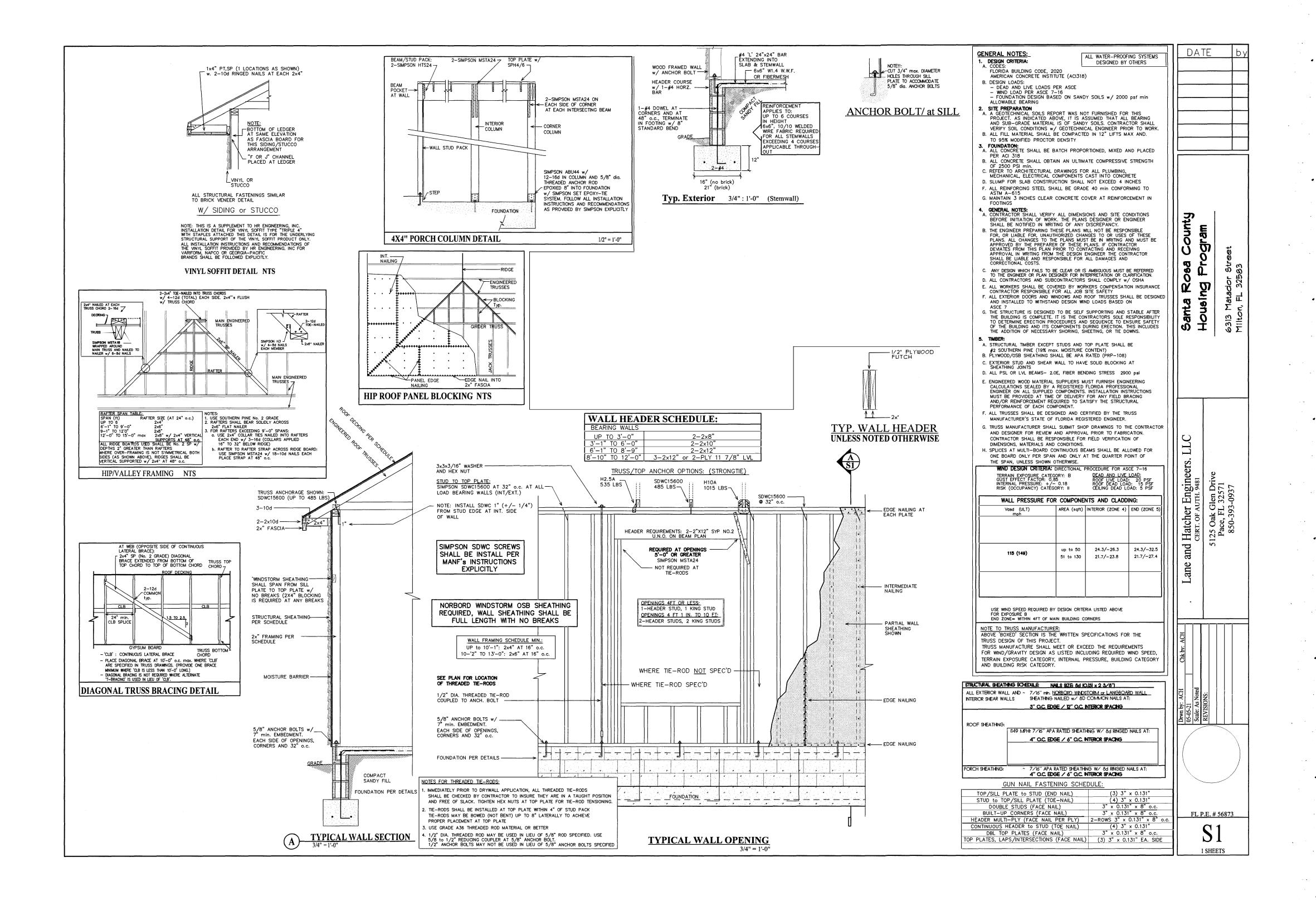
WALL ANCHORS: (SEE DETAIL SHEETS)

See Foundation Plan For Tie-Rod & PA28 Placement Where Applicable

1. ALL INTERIOR AND EXTERIOR LOAD BEARING SHEARWALLS 5/8" x 10" JBOLT W/ 2" WASHER REQUIRED AT WITHIN 8" EACH SIDE OF ALL LOAD BEARING (INTERIOR AND EXTERIOR) WALL OPENINGS. CORNERS AND AT 32" O.C.

(EACH SIDE OF GARAGE DOOR & OTHER OPENINGS OVER 8 FT)

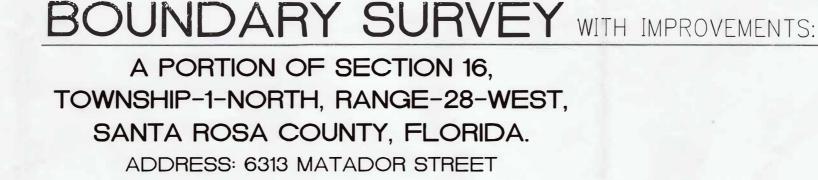
- 2. 🛕 : 5/8" THREADED TIE-ROD COUPLED TO 5/8" ANCHOR BOLT EXTENDED ROD THROUGH TOP PLATE AND FASTEN w/ 3" x 3" x 3/16" WASHER AND HEX NUT.
 - 1/2" THREADED ROD MAY BE USED IN LIEU OF 5/8" THREADED ROD USE REDUCING COUPLER AT 5/8" ANCHOR BOLT
 - THREADED RODS MAY BE EPOXIED INTO CONCRETE w/ SIMPSON SET EPOXY-TIE SYSTEM. PROVIDE 6" Min. EMBEDMENT.

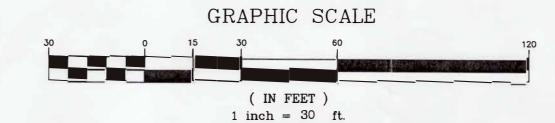


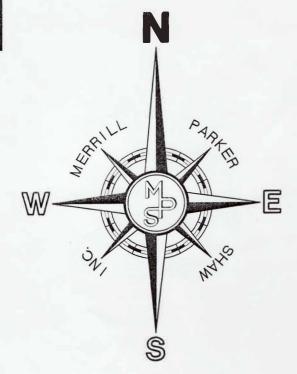


6313 Matador Ln. Milton 32583









LEGEND:

■~ 4" x 4" PLAIN CONCRETE MONUMENT, (FOUND)

•~ 4" x 4" CONCRETE MONUMENT, NUMBER 2819 (FOUND)

 $\mathbb{O} \sim 1/2$ " CAPPED IRON ROD, NUMBER 6879 (FOUND) $\mathbb{O} \sim 1/2$ " CAPPED IRON ROD, NUMBER 2819 (FOUND)

R/W ~ RIGHT OF WAY

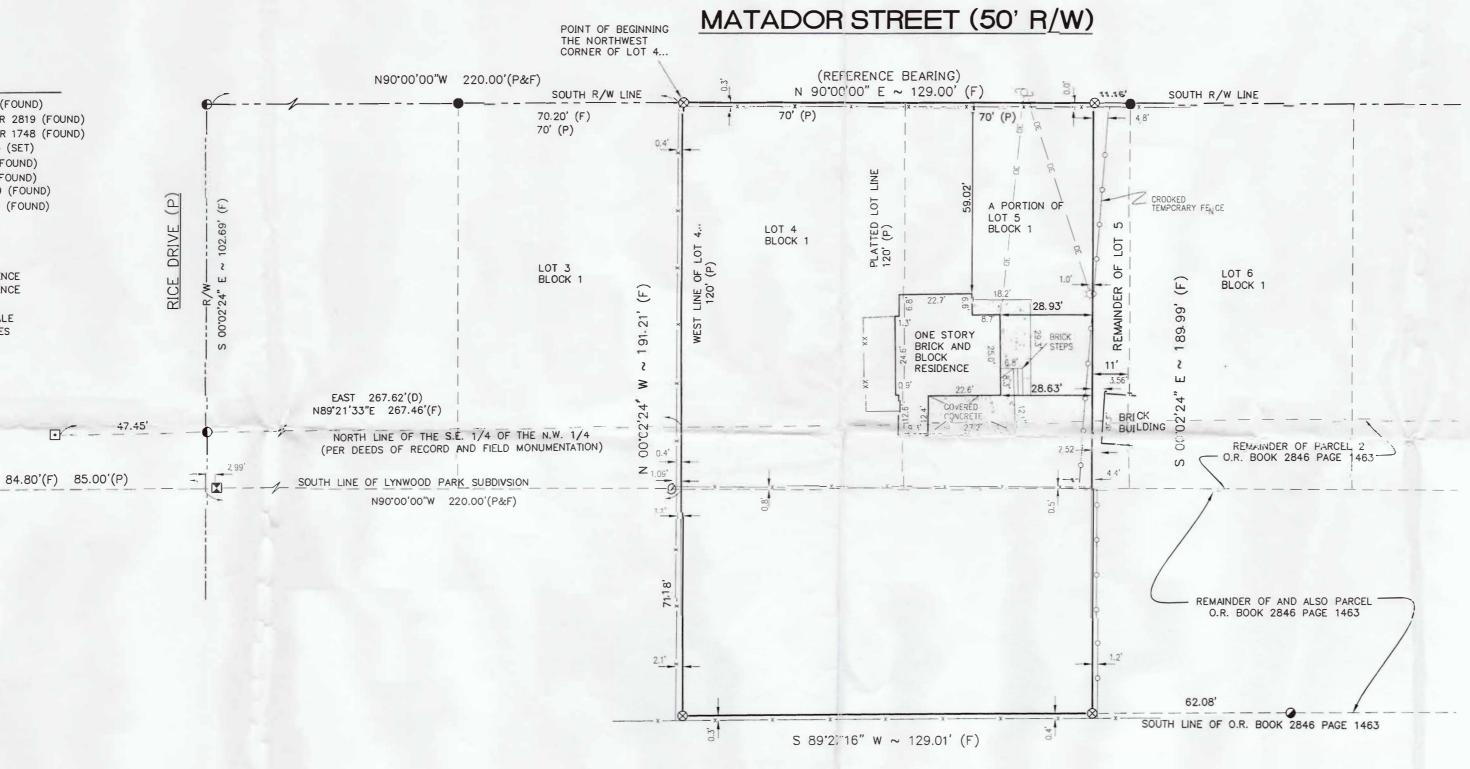
(P) ~ PLATTED INFORMATION

(F) ~ FIELD MEASUREMENT/INFORMATION

~ 4' WIRE FENCE
~ INDICATES NOT TO SCALE

O ~ UTILITY POLE

Ç ∼ LIGHT POL



DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE NORTHWEST CORNER OF LOT 4, BLOCK 1, LYNWOOD PARK, AS RECORDED IN PLAT BOOK "A", AT PAGE 112, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF MATADOR STREET (50' R/W) FOR A DISTANCE OF 129.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, GO SOUTH 00 DEGREES 02 MINUTES 24 SECONDS EAST PARALLEL TO TO THE WEST LINE OF THE AFORESAID LOT 4, FOR A DISTANCE OF 189.99 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, SAID POINT BEING ON THE SOUTH LINE OF A PARCEL DESCRIBED IN O.R. BOOK 2846, AT PAGE 1463, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 89 DEGREES 27 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 129.01 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID LOT 4; THENCE GO NORTH 00 DEGREES 02 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4, AND EXTENSION THEREOF FOR A DISTANCE OF 191.21 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 0.56 ACRES

SURVEYOR'S NOTES:

- 1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 90 DEGREES OO MINU ES OO SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF MATADOR STREET (5)' R/W).
- 2.) SOURCE OF INFORMATION: DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- 3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5.) THE DIMEN SIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO N OT INCLUDE THE EAVES OVERHANG OR THE FOOTN GS OF THE FOUNDATIONS.
- 6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HERENN WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS CRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRE WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNE.) UPON REQUEST.

CERTIFIED TO:

FIRST AMERICAN TITLE INSURANCE CC /PANY RONNIE HARVEY

CAROLYN WALKER
LOCKLIN, SABA, LOCKLIN & JONES P.M.

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J–17.050, CHAPTER 5J–17.051 AND 5J–17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC. 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

TUNIT	4				
A DOD	AL L IV.				
ON TAY ADD	THE				
ON ON					V
	AND DESCRIPTION OF STREET	NOT VALID WITHOUT THE SIGNATURE AND	THE ORIGINAL RAISED SEAL OF A FLORIDA	SURVEYOR	
CHAM INI	, W.	4923		3/25/15	291, PAGES 4-5
		== PH· (850) 478-4923 Fr FAX· (850) 478-4924	NUMBER 7174	D EWP DAE	
DADKA	WILL I	2503	FLORIDA CORPORATION NUMBER 7174	WPJ CHECKED	FLD BOOK
11100:	49.58	PENSACOLA, FL 32503	FLORIDA	DRAWN	/20/15
NA MEDDIII DADKED	2	1		SCALE: 1" = 30'	FIELD DATE 3/20/15
BOI INDARY & IBVEY	F SECTION 16	1, RANGE-28-WEST,	でごか 2017 VISE	PREPARED FOR CAROLYN HARVEY WALKER	
-	THE REAL PROPERTY.	10.	SHE	CET OF	- Waren

FLORIDA ENERGY EFFICIENCY CODE FOR BUILDING CONSTRUCTION

Florida Department of Business and Professional Regulation - Residential Performance Method

Project Name: 6313 Matador Street Street: 6313 Matador Street City, State, Zip: Milton , FL , 32583 Owner: Malbeck Design Location: FL, Pensacola		Builder Name: Permit Office: Permit Number: Jurisdiction: County: Santa Rosa (Florida Clima	ate Zone 2)
New construction or existing	New (From Plans)	10. Wall Type≰1024.0 sqft.)	Insulation Area
		a. Frame - Wood, Exterior	R=13.0 1024.00 ft ²
2. Single family or multiple family	Detached	b. N/A	R= ft ²
Number of units, if multiple family	1	c. N/A	R= ft²
4. Number of Bedrooms	2	d. N/A 11. Ceiling Types (975.0 sqft.)	R= ft ² Insulation Area
5. Is this a worst case?	No	a. Under Attic (Vented)	R=30.0 975.00 ft ²
6. Conditioned floor area above grade (ft²)	975	b. N/A	R= ft²
Conditioned floor area below grade (ft²)	0	c. N/A	R= ft²
7. Windows(72.0 sqft.) Description	Area	12. Ducts a. Sup: Attic, Ret: Room1, AH: Room1	R ft ² 6 97
a. U-Factor: Dbl, U=0.36 SHGC: SHGC=0.36	72.00 ft²	a. oup. Allio, Net. Noomii, Ani. Noomi	0 01
b. U-Factor: N/A	ft²	13. Cooling systems	kBtu/hr Efficiency
SHGC:		a. Central Unit	13.6 SEER:14.00
c. U-Factor: N/A	ft²		
SHGC:	4 447 4	14. Heating systems	kBtu/hr Efficiency
Area Weighted Average Overhang Depth Area Weighted Average SHGC:	n: 1.417 ft. 0.360	a. Electric Heat Pump	13.6 HSPF:8.30
8. Skylights	0.300 Area		
c. U-Factor:(AVG) N/A	ft²	15. Hot water systems	
SHGC(AVG): N/A		a. Electric	Cap: 50 gallons
9. Floor Types (975.0 sqft.)	Insulation Area		EF: 0.950
a. Slab-On-Grade Edge Insulation	R=0.0 975.00 ft ²	b. Conservation features	
b. N/A	R= ft ²	None	OV Petet
c. N/A	R= ft²	16. Credits	CV, Pstat
Glass/Floor Area: 0.074	Total Proposed Modified Total Baseline		PASS
I hereby certify that the plans and specthis calculation are in compliance with tocode. PREPARED BY: King Energy DATE: 1 0 - M a y or Manage of the property of the plans and specthing that this building, as deswith the Florida Energy Code.	the Florida Energy Y Consulting LLC - 2 0 2 1 signed, is in compliance	Review of the plans and specifications covered by this calculation indicates compliance with the Florida Energy Code. Before construction is completed this building will be inspected for compliance with Section 553.908 Florida Statutes.	GREAT SOLUTION THE STATE OF THE
OWNER/AGENT: DATE:		BUILDING OFFICIAL: DATE:	

- Compliance requires certification by the air handler unit manufacturer that the air handler enclosure qualifies as certified factory-sealed in accordance with R403.3.2.1.
- Compliance requires an Air Barrier and Insulation Inspection Checklist in accordance with R402.4.1.1 and this project requires an envelope leakage test report with envelope leakage no greater than 7.00 ACH50 (R402.4.1.2).

				PROJE	CT.							
Title: Building Typo Owner Name # of Units: Builder Name Permit Office Jurisdiction: Family Type: New/Existing Comment:	e: Malbeck 1 e: e: : Detached		Bedrooms: Conditione Total Storie Worst Case Rotate Ang Cross Ven Whole Hou	d Area: es: e: gle: tilation:	2 975 1 No 0 Yes No		Lot # Block PlatE Stree Cour	k/Subdivis Book: et:	sion: 63 S p: M	treet Addre 313 Matad anta Rosa iilton , L , 325	or Stree	et
				CLIMA	TE							
	esign Location	TMY Site		97.	esign Temp .5 % 2.5 %	Winte	esign Tem er Summ	ner Deg	leating ree Day	s Moistui		ange
	FL, Pensacola	FL_PENSACOLA	_REGIO		34 91	70	75		1174	51		Low
				BLOC	KS							
Number	Name	Area	Volume									
1	Entire House	975	7800									
				SPAC	ES							
Number	Name	Area	Volume I	Kitchen	Occupants	Bedroo	oms li	nfil ID	Finished	d Coo	led	Hea
1	Room1	975	7800	No	3	2	1		Yes	Yes	ı	Yes
				FLOOI	RS							
<u>/</u> #	Floor Type	Space		meter	R-Value	Area					ood Ca	
15	Slab-On-Grade Edge	Insulatio Ro	om1 128	ft	0	975 ft²				0.5 0	.5	0
				ROO	F							
√ #	Туре	Materials	Roof Area	Gable Area		Rad Barr	Solar Absor.	SA Tested	Emitt	Emitt Tested	Deck Insul.	Pito (de
1	Gable or Shed	Composition shing	gles 1028 ft²	162 ft ²	² Medium	N	0.5	No	0.5	No	0	18.
				ATTI	С							
√ #	Туре	Venti	lation	Vent Ratio	o (1 in)	Area	RBS	IR	СС			
1	Full attic	Ver	nted	150)	975 ft²	N	1	N			
				CEILIN	NG							
V #	Ceiling Type		Space	R-Value	e Ins Ty	ре	Area	Fran	ning Fra	c Truss	з Туре	
1	Under Attic (Ve	ented)	Room1	30	Blown	 1	975 ft²		0.1	Wo	ood	

INPUT SUMMARY CHECKLIST REPORT

							WA	LLS								
V #	Ornt		djace	nt Wall	Tyne	Spac	Cavity e R-Value	Wic Ft	lth In	Heigl Ft Ir		Area	Sheathin	g Framing Fraction	Solar Absor.	Below Grade%
	N		erior		ne - Wood	Room	i value	39	0	8 (312.0 ft ²	0	0.1	0.1	0
2	Е	Ext	erior	Frar	ne - Wood	Room	1 13	25	0	8 ()	200.0 ft ²	0	0.1	0.1	0
3	s	Ext	erior	Frar	ne - Wood	Room	1 13	39	0	8 ()	312.0 ft ²	0	0.1	0.1	0
4	W	Ext	erior	Fran	ne - Wood	Room	1 13	25	0	8 ()	200.0 ft ²	0	0.1	0.1	0
							DO	ORS								
\bigvee	#		Ornt		Door Type	Space			Storms	U	-Value	F	Width t In	Height Ft	t In	Area
	1		N		Wood	Room1			None		.39	3	3	7		21 ft²
	2		S		Wood	Room1			None		.39	3	3	7		21 ft²
						Orientation sh		DOWS		d orient	ation					
		\	Wall					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				Ove	rhang			
\vee	#			Frame	Panes	NFRC	U-Factor	SHGC	Imp) Ar	rea		Separation	Int Sha	ide	Screening
	1	Ν	1	Vinyl	Low-E Double	Yes	0.36	0.36	Ν	3.0) ft²	1 ft 5 in	1 ft 2 in	Drapes/b	linds	None
	2	N	1	Vinyl	Low-E Double	Yes	0.36	0.36	Ν	15.	0 ft²	1 ft 5 in	1 ft 2 in	Drapes/b	linds	None
	3	N	1	Vinyl	Low-E Double	Yes	0.36	0.36	N	30.	O ft²	1 ft 5 in	1 ft 2 in	Drapes/b	olinds	None
	4	S	3	Vinyl	Low-E Double	Yes	0.36	0.36	N	9.0) ft²	1 ft 5 in	1 ft 2 in	Drapes/b	olinds	None
	5	S	3	Vinyl	Low-E Double	Yes	0.36	0.36	N	15.0	0 ft²	1 ft 5 in	1 ft 2 in	Drapes/b	olinds	None
							INFILT	RATIO	ON							
#	Scope		M	lethod		SLA	CFM 50	ELA	1	EqLA		ACH	AC	H 50		
1 Wh	nolehou	se l	Propo	sed AC	H(50) .0	000356	910	49.93	(93.73		.148		7		
							HEATING	SYS	TEM							
$\sqrt{}$	#	Syst	em T	ype		Subtype	Speed		Efficien	су	С	apacity		E	Block	Ducts
	1	Elec	tric H	eat Pun	np/	Split	Singl		HSPF:8	3.3	13.5	8 kBtu/hr	•		1	sys#1
							COOLIN	G SYS	TEM							
$\sqrt{}$	#	Syst	em T	уре		Subtype	Subtype		Efficienc	y C	apacit	y A	ir Flow	SHR E	Block	Ducts
	1	Cent	tral U	nit/		Split	Singl	;	SEER: 1	4 13.58	3 kBtu	ı/hr	cfm	0.75	1	sys#1
						ŀ	TAW TOF	ER SY	STEM							
\vee	#	Sy	stem/	Туре	SubType	Location	EF	Ca	р	Use)	SetPr	nt	Conse	rvation	
	1	FI	ectric		None	Room1	0.95	50 g	ıal	62.3 g	ıal	120 de		No	ne	

INPUT SUMMARY CHECKLIST REPORT

					SOL	AR HO	T WATER	SYSTE	ΕM						
\vee	FSEC Cert #	Company	Name			System	Model #	Co	ollector Model		llector Area	Stor Volu		FEF	
	None	None									ft²				
							DUCTS								
\checkmark	#		upply R-Value Area	L	Ret ocation	urn Area	Leakaç	је Туре	Air Handler	CFM 25 TOT	CFM25 OUT	QN	RLF	HV. Heat	AC # Cool
	1	Attic	6 97 ft²	F	Room1	0 ft²	Default	Leakage	Room1	(Default)	(Default)		1	1
						TEM	PERATU	RES							
Program	nable Ther	mostat: Y			Ce	eiling Fan	s:							•	
Cooling Heating Venting	[] Jar [X] Jar [] Jar	n [X] Fe	b [] Mar b [X] Mar b [X] Mar	[] A [X] A	.pr [.pr [.pr [] May] May] May	[X] Jun [] Jun [] Jun	[X] Jul [] Jul [] Jul	[X] Aug [] Aug [] Aug	[X] Sep [] Sep [] Sep		Oct Oct Oct	[] Nov [X] Nov [X] Nov	[x]	Dec Dec Dec
Thermosta Schedule		e: HERS 2	2006 Reference	2	3	4	5	Ho 6	ours 7	8	9	10	11		12
Cooling (V	VD)	AM PM	78 80	78 80	78 78	78 78	78 78	78 78	78 78	78 78	80 78	80 78	80 78	<u>{</u>	30 78
Cooling (V	VEH)	AM PM	78 78	78 78	78 78	78 78	78 78	78 78	78 78	78 78	78 78	78 78	78 78	7	78 78
Heating (V	VD)	AM PM	66 68	66 68	66 68	66 68	66 68	68 68	68 68	68 68	68 68	68 68	68 66	6	68 66
Heating (V	VEH)	AM PM	66 68	66 68	66 68	66 68	66 68	68 68	68 68	68 68	68 68	68 68	68 66	6	68 66
							MASS								
Ma	ass Type			Ar	ea		Thickness		Furniture Fra	ction	Sp	ace			
De	efault(8 lbs	s/sq.ft.		0 f	ft²		0 ft		0.3		F	Room1			

ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD

ESTIMATED ENERGY PERFORMANCE INDEX* = 91

The lower the EnergyPerformance Index, the more efficient the home.

6313 Matador Street, Milton, FL, 32583

1.	New construction or exis	ting	New (Fro	om Plans)	Wall Type and Insulation	Insulation	Area
2.	Single family or multiple	family	Detached	d	a. Frame - Wood, Exterior b. N/A	R=13.0 R=	1024.00 ft ² ft ²
3.	Number of units, if multip	ole family	1		c. N/A	R= R=	ft²
4.	Number of Bedrooms		2		d. N/A	R=	ft²
5.	Is this a worst case?		No		 Ceiling Type and insulation level a. Under Attic (Vented) 	Insulation R=30.0	Area 975.00 ft ²
6.	Conditioned floor area (f	t ²)	975		b. N/A	R=	ft²
7.	Windows** a. U-Factor: SHGC:	Description Dbl, U=0.36 SHGC=0.36		Area 72.00 ft ²	c. N/A 12. Ducts, location & insulation level a. Sup: Attic, Ret: Room1, AH: Room1	R=	ft² R ft² 6 97
	b. U-Factor:	N/A		ft²			
	SHGC: c. U-Factor: SHGC:	N/A		ft²	13. Cooling systemsa. Central Unit	kBtu/hr 13.6	Efficiency SEER:14.00
	d. U-Factor: SHGC: Area Weighted Average Area Weighted Average	.	,	ft² 1.417 ft. 0.360	14. Heating systems a. Electric Heat Pump	kBtu/hr 13.6	Efficiency HSPF:8.30
	8. Skylights a. U-Factor(AVG): SHGC(AVG):	Description N/A N/A		Area ft²	15. Hot water systems a. Electric b. Conservation features	Ca	p: 50 gallons EF: 0.95
	 Floor Types a. Slab-On-Grade Edg b. N/A c. N/A 	e Insulation	Insulation R=0.0 R= R=	Area 975.00 ft ² ft ²	None Credits (Performance method)		CV, Pstat

I certify that this home has complied with the Florida Energy Efficiency Code for Building Construction through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL Display Card will be completed based on installed Code compliant features.

Builder Signature:	Date:
Address of New Home:	City/FL Zip:



*Note: This is not a Building Energy Rating. If your Index is below 70, your home may qualify for energy efficient mortgage (EEM) incentives if you obtain a Florida Energy Rating. For information about the Florida Building Code, Energy Conservation, contact the Florida Building Commission's support staff.

**Label required by Section R303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED June 16, 2021 at 1:42:52 PM CDT

Customer

Milton

Name

City

Address

REMOTE CSID 9835278

DURATION

PAGES

STATUS Received

Jun 16 2021 06:28PM HP Fax 9835278

page 1

City of Milton

Milton, FL 32572

SHIP Program_Erin Malbeck

6313 Matador St

Ph: 850-983-5434 Fax: 850-983-5439

State FL

Invoice No. U-7780

Date

Rep

Order No.

IN	VOICE	=
	4/28/2021	

Phone	981-7092	FOB	
Qty	Description	Unit Price	TOTAL
1	NON REFUNDABLE FEE	\$35.00	\$35.00
	Please type the following note on the Serv Connection work order:	⁄ice	
	Install gas service - mtr# Rdg:		
		SubTotal	\$35.00
		Shipping & Handling Taxes State	
	Check Credit Card	TOTAL	\$35.00
Nam CC		Office Use Only	

ZIP 32583

Make Checks Payable to "City of Milton"

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis Governor

Scott A. Rivkees, MD State Surgeon General

Vision: To be the Healthiest State in the Nation

July 06, 2021

(Erin Malbeck) 6051 Old Bagdad Highway Milton, FL 32583

RE: Contingency Letter

Application Document No: AP1682593 Centrax Permit Number: 57-SG-2314806

OSTDS Number: 6313 Matador Ln Milton, FL 32583

Lot:4

Block: 1

Subdivision: LYNNWOOD PARK

Dear Applicant:

This will acknowledge receipt of an application dated 07/02/2021 for a permit to use an existing onsite sewage treatment and disposal system located on the above referenced property.

From a review of your completed application, it has been determined that your existing system appears to meet the minimum standards of F.A.C. 64E-6 for the proposed use. It is approved for use with the plans submitted to this office. If this system should fail, causing an unsanitary condition to exist, steps must be taken to bring the system into compliance immediately. Department approval of the system does not guarantee satisfactory performance for any specific period of time. Any change in material facts which served as a basis for issuance of this approval requires the applicant to modify the permit application. Such modification may result in this approval being made null and void. Issuance of this approval does not exempt the applicant from compliance with other Federal, State, or Local Permitting required for development of this property.

If you have any questions on this matter, please call our office at (850) 983-5275.

Sincerely,

Hen m Davis

Herman Davies, ENVIRONMENTAL MANAGER

Enclosures

CC:



STATE OF FLORIDA DEPARTMENT OF HEALTH ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM CONSTRUCTION INSPECTION AND FINAL APPROVAL

APPLICATION #: AP1369371

PERMIT #:57-SG-1885583

DOCUMENT #:FI1253166

DATE PAID: 10/29/2018

FEE PAID: 358.00

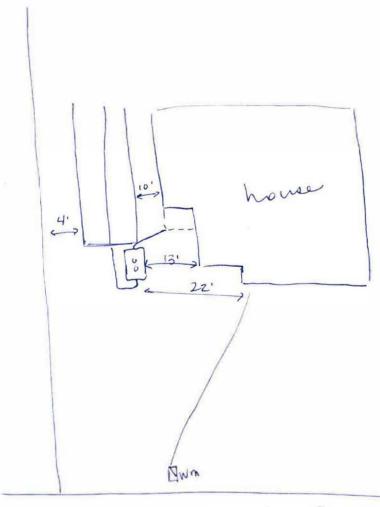
RECEIPT #:57-PID-3782096

Violation Number

Comment

Comments

The system is sized for 3 bedrooms with a maximum occupancy of 6 persons (2 per bedroom), for a total estimated flow of 300 gpd. "Tank" (barrel) pumped and removed for abandonment



matador St.

AP1369371

DH 4016, 08/09 (Obsoletes all previous editions which may not be used) Incorporated: 64E-6.003, FAC

Page 2 of 3

STANDARD FORM CONSTRUCTION BID AGREEMENT

STANDARD FORM CONSTRUCTION BID AGREEMENT	
THIS AGREEMENT is dated as of the day of in the year 2 and between Santa Rosa County, a political subdivision of the state of Florida (hereinafter called and (hereinafter-called Contractor).	2021 by Owner
Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:	ows:
Article 1. WORK.	
Contractor shall complete all Work as specified or indicated in the Contract Documents. The generally described as follows:	Work is
HOUSING RECONSTRUCTION – 6313 MATADOR STREET, MILTON, FL AS PRESCRIBED IN ITB 21-049	
Article 2. ENGINEER.	
The Project has been designed by	
IRBY ENGINEERING	
Who is hereinafter called Engineer and who is to act as Owner's representative, assume all duresponsibilities and have the rights and authority assigned to Engineer in the Contract Documents.	
Article 3. CONTRACT TIMES.	
3.1 The Work will be substantially completed within <u>120</u> calendar days after the date when the C Times commence to run, and completed and ready for final payment within <u>150</u> calendar days a date when the Contract Times commence to run.	
3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Ag and that Owner will suffer financial loss if the Work is not completed within the times spec paragraph 3.1 above, plus any extensions thereof allowed by the Owner. They also recognize the expense and difficulties involved in proving the actual loss suffered by Owner if the Work completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor ag as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount s in Paragraph 3.3. for each day that expires after the time specified in paragraph 3.1 for Sub Completion until the Work is substantially complete. After Substantial Completion, if Contract neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph completion and readiness for final payment or any proper extension thereof granted by Contractor shall pay Owner the amount specified in Paragraph 3.3. for each day that expires a time specified in paragraph 3.1 for completion and readiness for final payment. The Contractor expressly waives and relinquishes any right which it may have to seek to characterize the lic damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Cactual damages at the time of contracting if the Contractor fails to substantially complete the a timely manner.	eified in e delays k is no gree that pecified ostantia tor shall a 3.1 for Owner after the r hereby quidated Owner's Work in
3.3 Liquidated Damages are based upon the original contract amount, as established by San County. Liquidated damages, based upon the original contract amount of \$	ta Rosa , will be

LIQUIDATED DAMAGES SCHEDULE

Phase	Begin Date	Consecutive Calendar Days	Liquidated Damages
		to Complete	
Entire Project	Notice to Proceed	120	Daily Rate as Referenced
			on ITB 21-049

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 \$_____ 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 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 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-Builts"; 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, Contractor does not consider that any additional examinations, and programs incident thereto. 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 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 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. <u>Compliance with Regulations</u>: 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. <u>Nondiscrimination</u>: 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. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: 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. <u>Information and Reports</u>: 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. <u>Sanctions for Noncompliance</u>: 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. <u>Incorporation of Provisions</u>: 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.

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 disbarred 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 subcontractors. 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.

(Remainder of Page Intentionally Left Blank)

counterpart each has been delivered to Owner, Com Documents have been signed, initialed or identified to on their behalf.	
This Agreement will be effective onAgreement).	, 2021 (which is the Effective Date of the
WITNESS:	
Signature	BY:
Print Name	
ATTEST:	SANTA ROSA COUNTY, FLORIDA
Donald C. Spencer, Clerk of Court	BY:

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).

Special Conditions <u>Federal Requirements</u> 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 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 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 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 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 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 Department 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.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID SUBMISSION CHECKLIST

ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton Contractor:
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 Submission 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
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
X Business License
X W-9
Proof of Active Status with Florida Department of State Division of Corporations (sunbiz.com)
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: Wolfe Construction Inc.
By: Phil Wolfe
Signature: Phil Wolfe Wolfe
Title: President
Date: _08/16/2021

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:

6.

Santa Rosa County Procurement Department

Attention Procurement Officer 6495 Caroline Street, Suite M

Milton, Florida 32570

REFERENCE:

ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton

To wh	om it may concern,
consist	hil Wolfe have received and reviewed the Bidding Documents ting of Drawings and Specifications (Project Manual) entitled ITB 21-049 Housing struction - 6313 Matador St, Milton
I have	also received Addenda Numbers 2 and have included their provisions in my Bid.
In sub	mitting 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 one

day after completion date, as called for in the Contract Agreement as modified.

To pay as liquidated damages, the sum of \$250.00 for each consecutive calendar

hundred twenty (120) calendar days thereafter.

TOTAL BID

EMAIL

One Hundred Twenty Five Thousand Nine Hundred Seventy Five Dollars \$ 125,975

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

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

FIRM:	Wolfe Constru	uction Inc.
BY (print):	Phil Wolfe	Ω_{Λ}
SIGNATUR	E: Phil U	Volte lil was
TITLE:	President	
DATE:	08/16/2021	· · · · · · · · · · · · · · · · · · ·
MAILING A	DDRESS	6816 Old Bagdad Hwy
		Milton, FI 32583

wciphil@gmail.com

Bid Form

CONTRACTOR'S RECONSTRUCTION BID SUBMISSION SHEET

Owner: Carolyn H. Walker	File No. S-RC2020-06
Address: 6313 Matador St, Milton, FL 32583	Date Prepared: 7/15/2021
	Bid Opening Date:
Phone: 203-449-9202	

I (we) certify that I (we) have carefully examined the <u>Santa Rosa County HOME Project Information including Demolition Requirements and Reconstruction Specifications. Survey, and House Plans and the Disaster <u>Mitigation Requirements</u>, for the above referenced job, and submit the following <u>TOTAL</u> bid to complete the project to construction industry standards for new construction, and that there will be <u>NO CHANGE ORDERS OR ADDITIONAL FUNDING</u> on this project.</u>

Pre-bld	conference	mandatory:
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Location:

6313 Matador St, Milton, FL. 32570

Date/Time:

Day of Week/Date/Time

Bids submitted by contractors who do not attend the mandatory meeting will be disqualified.

Itemized bid required. Complete the Contractor's Reconstruction Bid Submission Sheet and enter total bid price below.

Submission sheet must be prepared in ink and signed by the Contractor or authorized employee. Submission sheets are to be delivered to the Santa Rosa County Office of Procurement in a sealed envelope that designates the job name.

	TOTAL BID PRICE:	\$ 125,975.00
CONTRACTING FIRM:	Wolfe Construction Inc.	\bigcap A
SIGNATURE:	Phil Wolfe	Blo 1, John
	0	The Court
TITLE:	President	
PHONE NUMBER:	850 554 0648	
NUMBER OF ADDENDL	JMS RECEIVED 2	

CONTRACTOR'S RECONSTRUCTION BID SUBMISSION SHEET

Address: 6313 Matedor St, Milton, FL 32583	Date Prepared: 7/15/2021
	Contractor: Wolfe Construction Inc.
Demolition	\$
	8,000.00
Termite Treatment	\$ 400.00
Foundation Formwork	\$ 4,200,00
Concrete	\$ 4,600.00
Framing Material	\$ 20,000.00
Framing Labor	
Crane Rental	6,000.00 \$ 500.00
Truss Costs	500.00
	6,000.00
Hardie/Vinyl	\$ 5,500.00
Shingle Installation Cost	\$ 1,500.00
Shingle Cost	\$ 2,700.00
Interior Drywali	\$ 5,800.00
Interior Trim	\$ 1,800.00
Interior Paint	\$ 3,800.00
Carpet	\$ 4,000.00
Vinyl Flooring	\$ 1,200.00
Insulation	\$ 1,400.00
Celling insulation	\$ 1,400.00
HVAC Unit	\$ 6,900.00
Electrical	\$ 7,800.00
Ptumbing	\$ 10,800.00
Cabinets	
Appliances	5,300.00
Lighting Fixtures	2,200.00
	1,100.00
Water/Sewer Line Septic Repair/Installation	\$
Septic Repair/Installation Hurricane Protection (minimum to meet code requirement	\$ 875.00
Site Improvement	1,200.00
Landscaping/Sod	\$2,000.00
Exterior Doors	1,200.00
Windows	1,200 HG
Bathroom Fixtures	3,300.00
Kitchen Fixtures	\$ 600.00
POD Storage Unit	\$ 2,500.00
Disaster Mitigation	\$ 2,000.00
If Addendums were received, provide cost estimate	\$
TOTAL	\$ 125,975.00

6495 Caroline Street, Suite LJ 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 subconsultants, 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, Phil Wolfe	representing Wolfe Construction Inc.
(Print)	(Company)
On this 16th day of Augu of Silence" clause and under proposal/submittal. Phil Wolfe (Signature)	2021 hereby agree to abide by the County's "Cone restand violation of this policy shall result in disqualification of my

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: 6313n Matador Dr. Milton, Fla 32583 Rehab
2.	This sworn statement is submitted by, Phil Wolfe , whose business address is, 6816 Old Bagdad Hwy Milton Fla. 32583, and (if applicable) Federal Employer Identification Number (FEIN) is 59-3615633 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3.	My name is Phil Wolfe and my relationship to the entity named above is President (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), <u>Florida Statutes</u> , 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 I (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

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 03/06/21 , 2021 and is provided as identification.	
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 03/06/21, 2021 and is provided as identification.	
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 03/06/21 , 2021 and is provided as identification.	
affixed his/her signature at the space provided above on this day of 03/06/21, 2021 and is personally known to me, or has provided as identification.	
personally known to me, or has provided as identification.	
OT A THE ON THE OPEN	
STATE OF FLORIDA	
COUNTY OF: Santa Rosa Notary Public	
My Commission expires: May 17 Angela Marela	O
ANGELA M. MONTELEONE NORMY Public - State of Florida	
Tarior Compasson & GG 307047 L	
My Comm. Expires May 17, 2023	

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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: Phil Wolfe	Title: President
Signature: Phil	Wolfe Shirth
Firm: Wolfe Const	truction Inc.
Street Address: _681	6 Old Bagdad Hwy
City: Milton	
State: Florida Zip	Code: 32583
Solicitation Name ITE	3-21-049 6313 Matador Housing Rehab # XX-XXX

REFERNCES 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		
PROPOSAL POINT OF CONTACT Phil Wolfe	PHONE_	8505540648
EMAIL wciphil@gmail.com		
REFERENCE I.		
PROJECT NAME: <u>Brown new home</u>		
AGENCY: Wolfe Construction Inc.		
ADDRESS: 2472 NY Street		
CITY, STATE, ZIP CODE:Lav_Fla_32565		
CONTACT PERSON: Joe Brown		
TITLE: Owner		
EMAIL: joebrown33@live.com		
TELEPHONE: 8503242076		
PROJECT COST: 279K		
COMPLETION DATE: 12/2020		
SCOPE of Project (list tasks, attach samples of deliverables, ou	itlines or des	criptions of items:
(You may attach information to this form)		_
New residential construction		
	H-7841 - 147847	······
List key personnel assigned to this project that will work on the	County pro	ject (include
assignments. You may attach information to this form):		
Crews Plumbing Sessions Construction		
Tim Dillard Construction		



6495 Caroline Greet, Suite Li Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE II.

PROJECT NAME: Bohner home		
AGENCY: Wolfe Construction Inc.		
ADDRESS: 2094 Sid Haves Rd		
CITY, STATE, ZIP CODE: Jay, Fla. 32565		
CONTACT PERSON: Kyler Bohner		
TITLE: Owner		
EMAIL: ksbohner@gmail.com		
TELEPHONE: 8507912644		
PROJECT COST: 229K		
COMPLETION DATE: 12/2020		
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:		
(You may attach information to this form)		
New residential construction		
List key personnel assigned to this project that will work on the County project (include		
assignments. You may attach information to this form):		
Sessions Construction Tim Dillard Construction		
Crews Plumbing		
REFERENCE III.		
PROJECT NAME:Emerald Coast Growers		
AGENCY: Wolfe Construction Inc.		
ADDRESS: 5950 Southridge Dr		
CITY, STATE, ZIP CODE: Milton, Fl 32583		
CONTACT PERSON:		
TITLE: Project super		
EMAIL: jakeverlinde@ecgrowers.com		
TELEPHONE: 8505721914		
PROJECT COST: 125K		
COMPLETION DATE: 11/2020		
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:		
(You may attach information to this form)		
New breakroom		
List key personnel assigned to this project that will work on the County project (include		
assignments. You may attach information to this form):		
Sessions Construction Moore HVAC		
Tim Dillard Construction		

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

REFERENCE IV.					
PROJECT NAME: Cutchins renovation					
AGENCY: Wolfe Construction Inc.					
ADDRESS: 4775 Bayside Dr					
CITY, STATE, ZIP CODE: Milton. Fl 32570					
CONTACT PERSON: Shawn Cutchins					
TITLE: Owner					
EMAIL: webcutch@gmail.com					
TELEPHONE: 8507580501					
PROJECT COST:54K					
COMPLETION DATE: 03/2021					
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:					
(You may attach information to this form)					
Exterior house renovation due to hurricane					
The state of the s					
List key personnel assigned to this project that will work on the County project (include					
assignments. You may attach information to this form):					
Tim Dillard Construction					
7 2 2					
REFERENCE V. PROJECT NAME: Gill renovation					
AGENCY: Wolfe Construction Inc.					
ADDRESS: 4689 Bayside Dr					
CITY, STATE, ZIP CODE: Milton. Fl 32570					
CONTACT PERSON: John Gill					
TITLE: Owner					
EMAIL: gillic@hotmail.com					
TELEPHONE:2513632222					
PROJECT COST: 29K					
COMPLETION DATE: 03/2021					
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:					
(You may attach information to this form)					
Exterior house renovation due to hurricane					
List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):					
Tim Dillard Construction					
Crews Plumbing					

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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: _X	
Name(s)	Position(s)
All respondents must agree to comply wit including it with their submittal.	th this policy by signing the following statement and
FIRM NAME: _Wolfe Construction Inc.	
BY (PRINTED): Phil Wolfe BY (SIGNATURE): Phil Wolfe	e the ways
TITLE: President	
ADDRESS: 6816 Old Bagdad Hwy	State Fla. Zip Code 32583
PHONE NO: 850 554 0648	
E-MAIL: wciphil@gmail.com	
Date: _08/16/2021	

WOLFE-1

OP ID: KL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2021

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.

PRODUCER Logan Insurance Agency, Inc. 3801 North 9th Avenue Pensacola, FL 32503 Keily M Pierce			CONTACT Kelly M Pierce PHONE (AC No. Ext): 850-438-1448 E-SAN (AC, No.: 850-438-0085 E-SAN (AC, No.: 850-438-0085							
Kei	ly M Pierce			ADDRE		RANGE ALC:				NAMOA
				ING! (Q	ERA: Evanst		DONG COVERAGE			NAIC#
INSI	URED Wolfe Construction Inc	;		INSUR						
	6816 Old Bagdad Hwy			INSUR						
	Milton, FL_32883_			INSURI	ER D :		****			
				INSURI						
				INSURI						
CO	VERAGES C	ERTIFIC/	ATE NUMBER:				REVISION NUM	BER:		
II C	HIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY ERTIFICATE MAY BE ISSUED OR MA XCLUSIONS AND CONDITIONS OF SUC	REQUIRE Y PERTA	MENT, TERM OR CONDITION IN, THE INSURANCE AFFOR IES. LIMITS SHOWN MAY HAY UBRI	N OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH D HEREIN IS SUB	RESPE	O ALL	WHICH THIS
INSR LTR	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY	INSD W			POLICY EFF	(WHODAYY)		LIMIT		4 000 004
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	CLAIMS-MADE A OCCUR		377400303		00/21/2021	06/21/2022	PREMISES (Ea OCCUS		\$	
		-					MED EXP (Any one po		\$	1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:	-1	1				PERSONAL & ADV IN		8	2,000,000
	POUCY PRO- LOC						GENERAL AGGREGA		\$	2,000,000
	OTHER:	11	Î				PRODUCIS - COMPA	OP MGG	\$	2,000,000
	AUTOMOBILE LIABILITY	1					COMBINED SINGLE L (Es accident)	JMIT	\$	
	ANY AUTO						BODILY INJURY (Per		\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per	accident)	\$	********
	HIRED AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)		\$	
		- 5					1		5	-
	UMBRELLA LIAB OCCUR					WAR AND THE STREET	EACH OCCURRENCE	:	\$	
	EXCESS LIAB CLAIMS-MA	DE					AGGREGATE		8	10.4
	DED RETENTIONS								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	ſ	\$	
OFFICERMEMBER EXCLUDED? [Mandabay In NH] If you, describe under		_					E.L. DISEASE - EA EN	APLOYEE	\$	
_	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POUC	CY LIMIT	3	
CES	CRIPTION OF OPERATIONS / LOCATIONS / VE)	icles (ac	ORD 101, Additional Ramarics Scha	dule, may t	e attached if mor	e space is requir	od)			
CE	RTIFICATE HOLDER		WOOTHWAT M WIII	CANO	ELLATION					
Santa Rosa County Building Inspections Dept srcpermits@santarosa.fl.gov 6051 Old Bagdad Hwy Ste 202 Milton, FL 32583				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHORIZED REPRESENTATIVE KELLY PUTCH						

6495 Caroline Street, Suite L! Milton, Florida 32570

850-983-1870

procurement@santarosa.fl.gov

ADDENDUM FORM

To:

Planholders

From:

Procurement Office

Date:

July 28, 2021

Ref:

Addendum #1 for ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton

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. **QUESTIONS AND ANSWERS:**

1. Could you please confirm the time questions are due for this project? The schedule of events states questions are due at 12 PM on 08/13/21, however on page 3 of the ITB it states questions must be received by 4 PM also on 08/13/21.

Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to 12:00 p.m. on August 13, 2021.

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: Phil Wolfe President

SIGNATURE: Phil Wolfs Will

COMPANY: Wolfe Construction Inc.

DATE: 08/17/2021

End of Addendum #1

6495 Caroline Street, Suite L. Milton, Florida 32570 850-983-1870

procurement@santarosa.fl.gov

ADDENDUM FORM

To:

Planholders

From:

Procurement Office

Date:

August 13, 2021

Ref:

Addendum #2 for ITB 21-049 Housing Reconstruction - 6313 Matador St, Milton

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. Home is to be total electric with the exception of the water heater. Water heater is to be connected to gas. You will need to contact the City of Milton for this connection.
- 2. The existing power pole located at the rear of the property will need to be reconnected to the new home.
- 3. The tree located on the West side of the home and the tree located in the front East side of the home is to be removed, root removal is not required unless is infringes in the building footprint.
- 4. Please be mindful of the existing septic tank and drain lines.
- 5. A 40' Storage Container is to be placed on the homeowner's property to store her belongings during the construction. (Quoted for 9 month period from Mobile Mini) \$2,168.91

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.

SIGNATURE: Phil Wolfe Mill NAME/TITLE: COMPANY: Wolfe Construction Inc.

Phil Wolfe President

DATE: 08/17/2021

End of Addendum #2

CONTRACTOR'S STATEMENT OF QUALIFICATIONS (Contents of this statement will be confidential.)

NAME OF CONTRACTING FIRM: Wolfe Construction In	1C.
ADDRESS OF FIRM: 6816 Old Bagdad Hwy Milton, F	Fla. 32583
SOCIAL SECURITY NUMBER: 265-39-3147	PHONE: FAX: CELL: 850 554 0648
DATE FIRM ORGANIZED/HOW LONG IN BUSINESS: 23 yrs	WHERE INCORPORATED AND WHEN: Florida 1999
HOW LONG IN CONTRACTING BUSINESS UNDER PRESENT FIRM NAME: 22 Yrs	HAVE YOU ENGAGED IN BUSINESS UNDER ANY OTHER NAME? YES Phil Wolfe Construction 1 yr 1998
GENERAL NATURE OF WORK PERFORMED BY YOUR FIRM: Single Family Residential Dwelling Residential renovations/remodeling Construction Consulting	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.) NO
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:	
Crews Plumbing	8502867040	
ADDRESS: 3061 Oglesby Rd Milton, Fla 32	570	
ELECTRICIAN:	PHONE NUMBER:	
Get Wired Electric	8509822448	
ADDRESS: 6643 Rocky Shores Milton, FI 325	83	
ROOFER:	PHONE NUMBER:	
DAC Roofing	8509104707	
ADDRESS: 5421 Stokes Rd Milton, Fl. 32570		
CARPENTER:	PHONE NUMBER:	UNITED STATES
Remodel Santa Rosa	8502322235	
ADDRESS: 5923 English Oak Dr. Pace, FI 3	2571	
SEPTIC TANK:	PHONE NUMBER:	
Crews Plumbing	8502867040	
ADDRESS: 3061 Oglesby Rd Milton, Fla 32	570	

IST YOUR USUAL MATERIAL SUPPLIERS AND ACCO	OUNTS:	
Pittmans Lumber	Home Depot	
Milton Truss	True Team	
American Concrete	Heely Brown	

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 STILL OF CONTRACTOR: Wolfe Construction Inc. SIGNATURE: Phil Wolfe	
STATE OF FLORIDA COUNTY OF Santa Rosa Sweet to and subscribed before me this Day of MOVCA, 2002. (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) 524-1208

This is to Certify that

Phil Wolfe

6816 Old Bagdad Hwy, Milton, FL 32583

has successfully completed an English

8 Hr. Lead-Safe Renovator Course

12-Apr-17

TO

12-Apr-17

Accepted as Individual Certification in EPA administered states.

Alabama Acceditation; 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: 12-Apr-17

This Certificate Expires:

Federally Administered States

11-Apr-22

Most authorized states

11-Apr-20

Georgia

11-Apr-20

Processed By:



To Authenticate Certificate www.seaguiltraining.com 1-800-966-9933

Certificate Number: 17 17 0 7

INDER GIVE AND COMMAN FONE THE DISCUS CAN AND COMPAND AND ALLE ON SURVINIONS OF ALLE ON

R-I-Subpart Q-17-71707

Course Number: BT1715

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

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

RECEIPT NUMBER 148-20-00179895 7324

MACHINES	ROOMS	SEATS	EMPLOYEES		EXPIRES
BUSINESS TYPE	9007 CONTRACTOR				SEPTEMBER 30, 2021
		T.		RENEWAL	
BUSINESS ADDRESS	6816 OLD BAGDAD HWY MILTON, FL 32583			AMOUNT PENALTY	11.25 0.00
	WOLFE CONSTRUCTION I	NC		TOTAL DUE	11.25
	WOLFE CONSTRUCTION (6816 OLD BAGDAD HWY MILTON, FL 32583	NC		TOTAL PAID	11.25
				STAN COLIE NICHO SANTA HOSA C	NLS, TAX COLLECTOR CUNTY, FLORIDA

FOLD INFORMATION BELOW BEHIND RECEIPT OR DETACH AND KEEP FOR YOUR RECORDS.



2020

2021

Stan Colie Nichols, Tax Collector 6495 Caroline Street, Suite E Milton, Florida 32570 (850) 983-1800

BEFORE POSTING YOUR BUSINESS TAX RECEIPT READ ALL INFORMATION CAREFULLY. IT IS THE OWNERS RESPONSIBILITY TO ENSURE COMPLIANCE.

THIS B.T.R. IS FURNISHED PURSUANT TO FLORIDA STATUTES, SANTA ROSA COUNTY ORDINANCE AND AMENDMENTS

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county.

Pursuant to state law, all business tax receipts shall expire on September 30th of the succeeding year. Those business tax receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

Play, Movember 2017) Play, Movember 2017) Disprised Of the Treasury Internal Reviews Barries

Identification Number and Certification Request for Taxpayer

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

	Print Papalitus Service	P GO to www.int.gov/Purgill® for instrumbers and the letter information.	a information	- William Commercial
	Comode set errein 1	1. Name (as shown on your frootne tool return). Name is returned on this life; do not been this the blests.		
	Phil Wolfe			
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	Wolf & Construction inc.	tion inc.		
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e on p	inchvicus/jobs proprietor ov single-niember LLC	Corporation (2):\$ Corporation (1) Parametric	☐ Trusti	election on page 1):
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hapan or	Node: Chack to	Noting Chinark the approximate book in the fine above for the but describation of the physician transfer owner. Do not clock LLC if the LLC is placefilled as a elegan mainter LLC that is consignated from the transfer unitage the owner of the LLC is exciting LLC that is not dissepanded from the owner for LLS, federal tate propagaes. Otherwise, a talk give minuter LLC that	Do not check of the LLC to	Exemption from FATGA reporting code (f) and)
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Part I		Texpeyer Identification Number (TIN)		
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	No. of Lot, House, Street, or other Persons.			

- Under penalties of perjury, I certify their
- 1. The number shown on this form is my correct textpayer identification number for I am waiting for a number to be issued to me); and
 2: I am nut subject to beckup withhold 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 beckup withholding; as a result of a fallies to report all interest or divisionia, or (c) the IRS has notified me that I am
 no longer subject to beckup withholding; and
- 3. I am a U.S. often or other U.S. phasen (defined below); and
- 4. The FATCA code(s) entered on this form (if any) hadcating that I am exampt from FATCA reporting is consist.

Certification instructions. You must orbes out item 2 above if you have been inclined by the IRS that you are currently subject to bedrap 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 manipage interest peid, acquistion or elevitoristed of sequend property, carcellation of debt, primitations on individual informational dividends, you are not required to sign the deficiation; but you must provide your correct Titl, See the traductions for Part II, later.

Sign Statuted They's P

10/18

General instructions

Section references are to the internal Revenus Gods unless otherwise noted.

Future developments. For the lidest information about developments related to Form W-9 and its transcribins, such as tepistation ensubed after they were published, go to www.fr.gov/from/W0.

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 coined sequired to file an identification number (IRS) which may be your social sequirity number (ISS4), individual successor identification number (ITR), a don'thin targetyer identification number (ITR), are proposed intertification number (ITR), are proposed in the smount paid to you, or other (EIR), to reportable on an information seturn. Examples of haborastics from the smount paid to you, or other serious include, but are not limited (o, the following. Form 1089-INT (interest samed or paid)

- Ratin 1089-DIV (dividends, including these from stocks or mutual binds)
- Form 1089-MISO (various types of income, prizes, swants; or gross probable)
 Form 1089-B (abo)st or mutual fund sales and certain other transactions by brokers)

- Form 1089-8 (proceeds from real sease traineathore)
 Form 1089-K (pre-phart caird and third party network traineactions)
 Form 1088 (home mortgaps interest), 1098-E jetuphret loan interest), 1098-T (witters)
- Form 1099-C (canceled disht)
 Form 1099-A (acquisition or shandowners of secured property)

Use Form W-5 only If you are a U.S. person (including a resident aller), to provide your donate TIM.

If you do not retim Form W-I) to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, sets.

Licensee Details

Licensee Information

Name:

WOLFE, PHIL (Primary Name)

WOLFE CONSTRUCTION, INC. (DBA Name)

Main Address:

6816 OLD BAGDAD HWY MILTON Florida 32583

County:

SANTA ROSA

License Mailing:

LicenseLocation:

License Information

License Type:

Certified Residential Contractor

Rank:

Cert Residental

License Number:

CRC1330788

Status:

Current, Active

Licensure Date:

05/07/2013

Expires:

08/31/2022

Special Qualifications

Qualification Effective

Construction Business

05/07/2013

Alternate Names



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: 7/7/2020

EXPIRATION DATE: 7/7/2022

PERSON: PHILIP K WOLFE

EMAIL: WCIPHIL@GMAIL.COM

FEIN: 593615633

BUSINESS NAME AND ADDRESS:

WOLFE CONSTRUCTION, INC.

6816 OLD BAGDAD HWY

MILTON, FL 32583

SCOPE OF BUSINESS OR TRADE:

All Types Residential and Communical

Door and Window Installation Contractor-Project Manager, Construction Executive. Construction Manager or Construction Superintendent

Cleaner-Debris Removal -Construction

Carpentry Dwellings Three Stories or Less

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 fling of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

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

E01158111

QUESTIONS? (850) 413-1609



Policy Number/Florida Code No. Effective Date 4158-42-03-90/09245 03-13-21

[X]PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY DOBODILY INJURY LIABILITY

Named Insured: Philip Kevin Wolfe

Linda Diane Wolfe

Make Year Modei 1 Vehicle ID No. 2021 **GMC** SIERRA 1GT49PEY9MF268126

Phone Number: 1-800-841-3000

Not valid more than one year from effective date.

GEICO FLORIDA AUTOMOBILE INSURANCE

GOVERNMENT EMPLOYEES INSURANCE COMPANY

Policy Number/Florida Code No. Effective Date

03-13-21 4158-42-03-90/09245

DIPERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY (X)BODILY INJURY LIABILITY

Named Insured: Philip Kevin Wolfe

Linda Diane Wolfe

2021 GMC

Model SIERRA

Vehicle ID No. 1GT49PEY9MF268128

Phone Number: 1-800-841-3000

Not valid more than one year from effective date.

Important information

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Due to space limitations on the ID card, only the Named Insured and the Co-insured are listed. For a full list of drivers covered under this policy, please log onto gelco.com or reference the Drivers section of your Declarations Page, which is included with your insurance packet.

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card.

If you would like additional ID cards, you can go online to geico.com or call us at 1-800-841-3000.

> PHILIP K WOLFE AND LINDA D WOLFE 6816 OLD BAGDAD HWY MILTON FL 32583-7682

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

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:	08/26/2021	SIGNATURE: Phil Wolfe
COMPANY:	Wolfe Construction Inc. 6816 Old Bagdad Hwy	NAME: Phil Wolfe (Typed or Printed)
ADDRESS.	Milton, FI 32583	TITLE: <u>President</u> E-MAIL: wciphil@gmail.com
PHONE NO.:	850 554 0648	