

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



INTENT AND GENERAL INFORMATION

**INVITATION TO BID NO: 2023-17
SHIP HOUSING REHABILITATION/REPLACEMENT
PROJECT**

BID ADVERTISE DATE: APRIL 20, 2023

BID RELEASE DATE: APRIL 20, 2023

RESPONSE DUE DATE AND TIME: MAY 23, 2023 @ 3:00 PM EST

MAIL OR HAND DELIVER RESPONSE TO:

Wakulla County Board of County Commissioners

ATTN: ITB 2023-17

3093 Crawfordville Highway

Crawfordville, FL 32327

Contact:

PROCUREMENT OFFICE

Patty Taylor

3093 Crawfordville Highway

Crawfordville, FL 32327

850-745-7705

ptaylor@mywakulla.com

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Wakulla County, Florida through Invitation to Bid No. **2023-17** is soliciting bids from qualified businesses registered to do business in the State of Florida to provide the construction and/or rehabilitation services under the SHIP program for one (1) residential home located at 10 Liberty Road, Crawfordville, Florida 32327. The Board of County Commissioners invites interested residential contractors to bid on the properties. For contractors that have not been pre-approved to participate under the SHIP program, you may obtain a contractor application package by contacting Tara Reynolds, Government Services Group, an Anser Advisory Company at (850) 681-3717.

Funding for the project is made possible through the State Housing Initiatives Partnership Program (SHIP).

A mandatory pre-bid conference and site visit is scheduled for May 5, 2023, at 10:00 a.m. EST at 10 Liberty Road, Crawfordville, Florida 32327. The pre-bid meeting is **MANDATORY for all contractors who plan to submit bids**. Attendees must sign in at the pre-bid conference in order to be authorized to bid on this project and receive the bid documents and attend the walk-through for this property. All question(s) asked at the pre-bid meeting will not be formally addressed via addendum unless provided to the County in writing. For contractors that have not been pre-approved, you may obtain a contractor application package by contacting Tara Reynolds, consultant, Government Services Group, Inc. at (850) 681-3717. Please bring your completed application package to the **mandatory** meeting on **May 5, 2023 at 10:00 A.M.**

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Wakulla County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the County in response to this ITB.

If this ITB is amended, the County Procurement Office will issue an appropriate addendum to the ITB. Any addendums will be posted on the county website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully

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performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

- **Wakulla County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The ITB and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date	April 20, 2023
Release of Invitation to Bid	April 20, 2023
Mandatory Pre-Bid Conference and Site Visit	May 5, 2023 @ 10:00 A.M.
Bid Questions Due from Prospective Bidder	May 11, 2023 by 5:00 P.M
Responses to bid questions due	May 17, 2023
BIDS DUE TO BOCC	May 23, 2023 @ 3:00 P.M.
Posting of Intended Award	May 24, 2023
Board Consideration of Intended Award	June 5, 2023
Posting of Notice of Award	June 6, 2023

SECTION 2.0 BID QUESTIONS

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2.1 All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Patty Taylor, Procurement and Contracts Coordinator at ptaylor@mywakulla.com.

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued.

SECTION 3.0 SCOPE OF WORK

- 3.1 The Contractor will provide the construction and/or rehabilitation services under the SHIP program for one (1) residential home located at 10 Liberty Road, Crawfordville, Florida 32327.
- 3.2 The full Scope of Work will be solidified during the contractor Walk-throughs of the property scheduled for **May 5, 2023 @ 10:00 AM** immediately after the contractor orientation. The orientation will be held at 10 Liberty Road Crawfordville, FL 32327.
- 3.3 All rehabilitation services provided for in the final Work Write-ups must be completed pursuant to the approved Work Write-ups as amended by any Change Orders within the specified timeframe as noted in the Notice to Proceed.
- 3.4 The approved contractor will be required to execute all program documents pre and post rehabilitation activities.

SECTION 4.0 RECEIPT AND OPENING OF THE BID

- 4.1 All Bids received will be recorded and date stamped at the Wakulla County office located at 3093 Crawfordville Highway, Crawfordville, Florida. The responsibility for submitting the Bid to the County Procurement Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
- 4.2 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after **3:00 P.M. on May 23, 2023**, otherwise changed through the issuance of an addendum to this ITB.
- 4.3 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.
- 4.4 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened
- 4.5 All bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Bids are due) or as modified by addendum.

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- 4.6 Pricing shall be valid for a period of **ninety (90)** days from opening of bid or until award is made, whichever occurs first.

SECTION 5.0 CONE OF SILENCE

- 5.1. This solicitation falls under the Wakulla County Procurement Ordinance 2015-2, Article VI. A Cone of Silence will be in effect for this ITB beginning with the advertisement date of **April 20, 2023** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the County Administrator with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 5.2 A prospective Respondent shall not have any communication with any of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Wakulla County Government, which includes the Wakulla County Sheriff’s Office, nor any members of the Evaluation Committee, either individually or collectively, concerning this project. Contractor/Respondent or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.
- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).
- 5.4 The Cone of Silence shall not apply to:
- a) Communications at the pre-bid meeting.
 - b) Communications during contract negotiations between designated County employees and the intended Vendor.
 - c) Communication with a Vendor by a Procurement Department employee following Competitive Procurement opening to clarify the Vendor's Response.
 - d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the Procurement Department, County Administrator's Office, and County Attorney's Office concerning the challenge.

SECTION 6.0 BID RESPONSE REQUIREMENTS

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- 6.1 The County has established certain mandatory requirements that must be included as part of any Bid. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 6.2 Bids not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.
- 6.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.
- 6.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
 - a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
 - b. 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 shall be shown.
 - c. Individual shall show the Bidder’s name and business address.
 - d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

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- 6.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <https://www.dos.myflorida.com/>.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on Proposal Transmittal Form (Bid Form 1).

- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms, 1 thru 16. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 6.11 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

SECTION 7.0 EVALUATION OF BIDS AND SELECTION PROCESS

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County. Bids received from prospective Bidders who have been suspended or debarred pursuant to Section 2.258 of the Wakulla County Code will not be accepted or considered. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible in accordance with Sec. 2.255(c) of the Wakulla County Code of Ordinances.
- 7.2 As provided in Section 2.255 of the Wakulla County Code, the county may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:

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- a. Ability, capacity, and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
- c. Character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. Quality of performance of previous contracts.
- e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
- f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
- g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
- i. Number and scope of conditions attached to the bid or quote.
- j. Qualifications of personnel, licensing, and corporate qualifications.
- k. Evidence of improper litigation.
- l. Use of one or more subcontractors with a record of inferior performance.

7.2.1 For the purposes of this section, the County may consider evidence from the ten-year period preceding the subject bid.

7.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the county administrator or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in its best interest.

7.3 The County reserves the 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 be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

7.3.1 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder

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has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 7.3.2 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 7.3.3 In evaluating Bidders, the County will 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 as provided in the Supplementary Conditions. The apparent low, responsible, responsive bidder will be required to provide a list of similar projects completed in the last five years including the project description, location, dates, and team members, an organizational profile of the company with a list of professional staff, years with the company, a statement of qualifications and copies of professional certifications and licenses held prior to any Board of County Commissioners consideration of an award. Failure to provide this information will result in the Bidder being designated not responsible.
- 7.3.4 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 7.3.5 If the Contract is to be awarded, the County will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.
- 7.4 Responses to this ITB not meeting the requirements specified herein will be considered non- responsive or not responsible, as applicable. In the best interest of the County, the Wakulla Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.5 Whenever two or more Bids, which are equal with respect to price, quality, and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

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Step 1 - Local Business:

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

Step 2 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

Step 3 Coin Flip:

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.5.1 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 7.6 When the County gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Bidder.

SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 8.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix B, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.

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- 8.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Bidders at its discretion.
- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the County.

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

9.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

Bid Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as a bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

Bidder means any firm, individual or organization submitting a Bid in response to this ITB.

Cone of Silence is the prohibition of any communication between a Vendor and a County officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the County's designated representative noted in the Competitive Procurement documents.

Contract means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

County means the Wakulla Board of County Commissioners (BOCC) and its employees.

ITB means this document, its attachments and any document hereinafter incorporated by reference.

Local Business means a business that has a current business tax receipt issued by Wakulla

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County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

Notice to Proceed (NTP) Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Wakulla County.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Wakulla County.

Successful Bidder means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

Work or SOW means the scope of work and/or services.

9.2 Florida Public Records Law and Confidentiality

- 9.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 9.2.2. Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 9.2.3. Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Bidder’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.

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9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

9.3 Procurement Challenges

Any Bidder who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article VI – Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

9.4 Construction and Venue

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all of its addendums and attachments
- c. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Wakulla County, Florida, United States.

9.5 Contract

9.5.1 The Successful Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Bid Proposal Form 15. The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the bid question portion of the Bid process

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INTENT AND GENERAL INFORMATION

and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 Insurance Verification Requirements – See Exhibit F to the Construction Agreement: Certificates of Insurance.

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

9.6.2 Performance and Payment Bond Requirements

~~A bid bond/deposit shall be 5% of the amount of the bid.~~ **NOT APPLICABLE WITH THIS ITB**

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A Performance and Payment Bond issued in a sum equal to **one-hundred (100%) percent of the total awarded Contract amount** by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Respondent for purposes of insuring the faithful performance of the obligations imposed by the resulting Proposal and for purposes of protecting the County from lawsuits for non- payment of debts as might be incurred during the successful Respondent's performance under such Contract. When applicable, the performance and payment bond form will be included in the Contract Documents and said form must be properly executed by the surety company; within fifteen (15) calendar days after notification by the County of the County's intent to award the Contract.

If, within fifteen (15) calendar days after notification by the County of the County's intent to award a Contract, the successful Respondent refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance and Payment Bond, the amount of the Respondent's Bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. **No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Respondent for the recovery of his/her/its Proposal security or as a defense to any action based upon the neglect or refusal to execute a written Contract Agreement.**

9.6.3 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.



LEGAL ADVERTISEMENT

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID No. ITB 2023-17

SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT

ADVERTISEMENT BEGIN DATE: APRIL 20, 2023

RELEASE DATE: APRIL 20, 2023

BIDS DUE TO BOCC: MAY 23, 2023 @ 3:00 PM EST

Sealed bids to provide the replacement of one (1) mobile home through the SHIP Program will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M.**, Local Time, on **Tuesday, May 23, 2023**, at which time the bids will be opened and read aloud. Bids received after the deadline will not be accepted.

The principal feature of this procurement by the County is known as: **SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT**. The specifications of this procurement are stated in the **ITB 2023-17**.

The ITB and any addenda issued will be posted to the County's Website at www.mywakulla.com or can be obtained by contacting the County Purchasing Office at 850-926-0919 or ptaylor@mywakulla.com.

All technical inquiries and clarification requests shall be submitted in writing to Patty Taylor, Procurement and Contracts Coordinator, ptaylor@mywakulla.com in accordance with the ITB. Verbal clarifications will not be provided.

A **MANDATORY PRE-BID CONFERENCE AND SITE VISIT** to provide contractor orientation materials and visit the scheduled projects will be held on **May 5, 2023, at 10:00 A.M. at 10 Liberty Road, Crawfordville, Florida 32327**. All interested contractors must attend this meeting to receive the bid documents and attend the walk-through for this property. For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at 850-681-3717. Please bring your completed application package to the **mandatory pre-bid conference** on **May 5, 2023 at 10:00 A.M.**

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

in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Wakulla County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Wakulla County selects -- with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was bid.

Wakulla County does not discriminate based on race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

- ***Wakulla County is an Equal Opportunity Employer***
- ***MBE/WBE businesses are encouraged to participate***
- ***Wakulla County strictly enforces open and fair competition***

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 950-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

**WAKULLA COUNTY
HOUSING REHABILITATION PROGRAM
BID APPROVAL**

Applicant:
Address:
Parcel Number:

Estimated Bid Total: \$

Bids submitted on May 23, 2023 @ 3:00 PM EST by the eligible contractors for the rehabilitation work of the above referenced case are as follows:

	Contractor or Firm Name	Bid Amount	Comments
1.			
2.			
3.			
4.			
5.			
6.			

(Check Appropriate Explanations)

- I recommend that the contract be awarded to _____ for the noted bid amounts.
- I recommend re-bidding because the bids exceed the 15% of the estimate.
- Recommended bid amount is the lowest bid within 15% of the estimate.
- The recommended bid is acceptable due to the following circumstances:

Recommended By:

Approved By:

Housing Rehab. Spec

Date

Owner

Date

Co-owner

Date

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

Prepared by:
Government Services Group, Inc.
An Answer Advisory Company
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

**WAKULLA COUNTY REHABILITATION PROGRAM
SHIP PROGRAM
REPAYMENT AGREEMENT**

I/we _____ the undersigned, hereby agree not to sell the property located at _____ parcel number _____, being replaced with grant funds provided by the WAKULLA County SHIP Program for a period of Twenty (20) years from the date of this agreement. Should I/We sell the above-described property within Twenty (20) years, I/We agree to repay to the WAKULLA County SHIP program at the time of the sale, the obligated amount \$ _____ which is prorated annually reducing the annual amount by five (5%) percent per year, which is \$ _____. I/We further agree that if within Twenty (20) years from the date of this agreement the property is sold by either my estate or my heirs, the person or estate selling the property will repay the prorated balance of the grant to the WAKULLA County SHIP program. This amount will also be revised to include any change orders executed that require additional SHIP funds.

Grantee/Owner Signature

Print Name

Date

Grantee/Co-Owner Signature

Print Name

Date

**STATE OF FLORIDA
COUNTY OF WAKULLA**

Before me, the undersigned authority, this ____ day of _____, personally appeared _____, of Wakulla County who acknowledges before me that they freely and voluntarily executed this Agreement for the purpose therein expressed.

WITNESS my hand and official seal the date aforesaid.

(SEAL)

Signature of Notary Public

Print, Type, or Stamp Name of Notary

Personally Known _____
Produced Identification _____
Type of Identification _____

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

PROMISSORY NOTE

§ _____

For value received, the undersigned, _____, promise to pay to the order of WAKULLA County, the principal sum of _____ at the rate of 0% per centum per annum from date until maturity, principal being payable in lawful money of the United States of America at the Clerk of the Court Office, WAKULLA County Courthouse, 3056 Crawfordville Highway, Crawfordville, Florida 32327 or at such other address the holder from time to time may specify by written notice to the maker, said principal to be paid on the date and in the manner following.

This is a mortgage where the balance is due upon the sale or Unit should no longer be the primary residence of the borrower. The obligation is forgiven in increments of one-twentieth of the total amount of assistance per year so that in the event the property ceases to be the principal residence of the recipient; only the remaining portion of the obligation must be repaid. The assistance is forgiven after twenty years of the property serving as the principal residence of the recipient.

1. If the property shall be transferred or sold within the period of twenty (20) years immediately following the date of this instrument, Owner or Owner's estate, shall pay to the County the percent of said financial assistance provided to owner under the SHIP program to be determined as follows:

If the property is sold or transferred or if owner should die	Amount of financial assistance to be reduced each year to county	Percent
Within the 1 st year	\$ _____	100%
Between years 1 and 19	\$ _____	5%
After 20 th year	\$0.00	0%

Transfer means any transfer of the Property by deed or inheritance or delivery of possession of the Property for occupancy by one other than the Owner whether by contract for deed, lease, or otherwise; provided, however, if illness of the Owner should make it impossible for the Owner to properly care for the Property, then the Owner may rent or lease the Property upon written consent of the WAKULLA County Local Housing Partnership.

2. Paragraph 3 of this agreement regarding transfer of the subject property shall not apply to a transfer from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the agreements contained herein shall run with title to the land and thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth herein shall be computed from the date of this agreement.
3. Paragraph 3 of this agreement does not apply to funds used for doing rehabilitation or emergency repair projects whose total cost is less than One Thousand Dollars (\$1,000.00).
4. Owner understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for WAKULLA County, Florida.
5. The owner understands and agrees that this instrument shall place a lien upon owner's property described hereinabove and this agreement shall be binding upon the heirs, devisees, successors and assigns of the owner. The owner also understands that in the event the owner

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

submitted fraudulent income amounts to qualify for this assistance, the owner will repay 100% of the funds provided under this agreement.

6. This agreement shall not be released by written instrument of the county at an earlier date, this agreement shall automatically expire twenty (20) years from date hereof and no further claim shall be made hereunder. This section does not apply to owners who submitted fraudulent incomes in order to qualify for this assistance.

7. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term “extended coverage”, and such hazards as the County may require and such amounts and for such periods as the County may require. The insurance carrier providing the insurance shall be chosen by the borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this mortgage. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made by the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date the notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for the benefits, the County is authorized to collect and apply the insurance proceeds at the County’s option either to restoration or repair of the Property or the sums secured by this Mortgage.

This note is to be construed and enforced per the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within 90 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorneys’ fees, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary tax has been paid and proper stamps have been affixed to the Mortgage.

Owner – Signature	Owner -Print Name	Date
Co-Owner – Signature	Co-Owner – Print Name	Date

Makers Address

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

Prepared by:
Government Services Group, Inc.
An Answer Advisory Company
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

WAKULLA COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
CONTRACT FOR REHABILITATION WORK

This contract entered this _____ by and between (Owner Name), hereafter called “owner” and (Contractor), located at (Contractor Address) with Federal ID number _____, hereinafter called the “contractor” and as approved by the County of WAKULLA through its designee, the WAKULLA County SHIP, hereinafter called the “Agency”

WITNESSETH:

Whereas, the OWNER proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies or to be made available to the owner for the Agency, using State Housing Initiative money from Sadowsky Act through the State Housing Finance Agency; and

WHEREAS, the Owner has accepted the Contractor's bid for the performance of such Rehabilitation Work and said Rehabilitation Work has been approved by the agency, and the Owner desires to engage the Contractor to perform such Rehabilitation Work in accordance with the provisions of this Contract and applicable requirements of the Agency.

NOW THEREFORE, the Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

SECTION 1, Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at _____, parcel number _____ County of WAKULLA, State of Florida, more particularly described below:

EXHIBIT A

INSERT LEGAL DESCRIPTION

SECTION 2, Bid Proposal

The Contractor bid proposal shall be the basis for the rehabilitation work to be performed by the Contractor.

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

SECTION 3, Contract Amount

Upon satisfactory completion of the rehabilitation work provided for in this contract, the Contractor shall be paid the amount of \$ _____ hereinafter called the "Contract Amount," which shall constitute full and complete compensation for the Contractor's performance of the rehabilitative work.

SECTION 4, Time of Performance

The Contractor shall commence the Rehabilitation Work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Notice to Proceed referred to in Section 10 of this Contract, unless a delay is approved in writing by the Agency designee. The Contractor shall satisfactorily complete such work within **One Hundred Eighty (180)** days after issuance of the said Notice to Proceed. Said completion period may be extended upon written approval by the Agency designee, in conjunction with an approved Change Order, or because of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the Rehabilitation Work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor about the work, in such manner as to assure the expeditious completion of the work.

SECTION 5, Scope of Work

The Contractor shall furnish all necessary materials, equipment, tools, labor and supervision necessary to perform in a competent and workmanlike manner, all of the Rehabilitation Work provided for in this Contract relating to the described property.

No work will be provided beyond that which is included in the Work Write-up and Bid Proposal and in the Standard Rehabilitation Specifications, unless a Change Order is approved by the Owner, Contractor, and Agency.

Before installing any work the Contractor shall carefully study and compare the Contract Documents and the property. He shall report at once in writing to the Agency designee any error, omission, or inconsistency in the documents. Any necessary changes shall be adjusted by appropriate Change Order. However, if the Contractor fails to report any error, omission, or inconsistency and installs work per the error, omission, or inconsistency, he shall bear all liabilities and costs attributable to such work.

SECTION 6, Contractor Materials

The Contractor shall furnish all necessary materials, equipment, tools, labor and supervision necessary to perform all the rehabilitation work provided in this Contract.

SECTION 7, Payment Authorizations

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APPENDIX B DRAFT CONTRACT

The OWNER will cooperate with the Contractor to facilitate orderly and prompt performance of contractual requirements. The Owner will authorize the payment request(s) as soon as the request is made and justified. The Owner will also refrain from requesting additional work or changes in the work as specified herein.

SECTION 8, Contract with Contractor

The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and the Owner and that the County of WAKULLA has no interest in this Contract and that the County's action is solely as a conduit through which state funds are made available to private individuals for rehabilitation of the Owner's property; and that the County of WAKULLA is not responsible on behalf of either the Owner or Contractor for any action, causes or action, suits, dues, sum of money, damages, and liabilities whatsoever both in law and equity or which may result for the existing state of things which have existed or will exist between the Owner and Contractor.

SECTION 9, Liquidated Damages

Failure to satisfactorily complete the Rehabilitation Work within the allowed Time of Performance shall subject the Contractor to a Liquidated Damage Fee of Fifty (\$50.00) dollar per day. The Fee amount shall be deducted from the (Final) Payment to the Contractor. This fee amount is mutually agreed to, due to the difficulty in determining the exact damage to the Owner. This Fee is not to be construed as a penalty.

SECTION 10, Issuance of Notice to Proceed

Any other provision of this Contract to the contrary notwithstanding, the Contractor shall not commence the Rehabilitation Work provided for in this Contract until the Owner and Agency have issued a written Notice to Proceed to the Contractor.

SECTION 11, Utilities

If the premises are occupied, the Owner shall permit the Contractor to use existing utilities necessary to the Contractor's performance and completion of the work, at no cost to the Contractor. If the premises are vacant, the Contractor will be responsible for providing any utilities that are required for his performance of the work.

SECTION 12, Owners Cooperation

The Owner will cooperate with the Contractor to facilitate orderly and prompt performance of contractual requirements. This shall include, but not limited to, the Owner's making necessary selections of paint colors, floor coverings, etc., in a timely manner; authorizing the payment request(s) as soon as the request(s) is/are justified; refraining from requesting additional work or changes in the work or materials as specified herein, except through an approved Change Order; removing, as necessary, any rugs, furniture, pictures, etc., from the room(s) being rehabilitated; and other actions as may reasonably be expected from the Owner in order to achieve the fulfillment of the Contract.

SECTION 13, Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner, and approved by

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

the Agency.

SECTION 14, Changes in the Work

No changes, alterations, additions, deletions or substitutions in the work or materials called for in this Contract shall be made except through a written Change Order approved by the Owner, Contractor and Agency. Change Orders may be issued for the following reasons:

- a) Concealed code violations which were not considered in the Work Write-up are discovered, requiring additional work in order to satisfactory complete the rehabilitation. For example, deteriorated wall framing or plumbing lines, which are not discovered until the work begins, should be reported and a Change Order issued to include such corrections in the agreement.
- b) The Owner desires a change in the work or materials as described in the Contract (for example, the location of a door to be installed). Changes which are not code-required shall not involve additional public funds, and shall be limited to no-charge changes or changes for which the homeowner agrees to pay.
- c) Errors or inconsistencies in the Work Write-up must be corrected. The Owner, Contractor and Agency agree that, to the extent feasible, any pre-existing housing code violation in the dwelling which is not addressed or adequately corrected through the initial contract shall be corrected by means of a "Change Order" only with written approval by the agency.

SECTION 15, Owner's Right to Stop the Work

If the Contractor provides or fails to correct defective work, or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated

SECTION 16 Disputes

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall be presented in writing by the Contractor to the Agency designee within five (5) days of commencement of the dispute. Such claim shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. The Agency designee will provide a written decision within five (5) days. Any appeals of the Agency designee's decision shall be presented in writing within five (5) days to the chief executive officer of the local government. The decision on the appeal will be provided in writing within five (5) days, and will be the final authority in dispute.

SECTION 17, Termination by Owner

The Owner may terminate this Contract:

- a) if the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

- b) if the Contractor persistently or repeatedly refuses or fails to perform expeditiously, except in cases for which an extension of time is provided, or
- c) if the Contractor fails or refuses to provide work in accordance with the Contract, including any approved Change Order, or
- d) if the Contractor fails to make payment to subcontractors or suppliers for materials or labor, or
- e) if the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- f) if the Contractor is otherwise guilty of a substantial violation of a provision of the Contract Documents.

The Owner shall present a written statement of cause for termination to the Agency designee. Upon certification by the Director that sufficient cause exists to justify such action, the Owner shall immediately issue written notice to the Contractor. Such notice shall automatically terminate the Contractor after five (5) days unless the Contractor removes the cause for termination within five (5) days.

The original Contract amount or balance thereof at the time of termination shall be escrowed for use in completion of the work as approved by the Agency. Payment to the Contractor shall be issued in accordance with Chapter 713 of the Florida Statutes.

Contract termination procedures as outlined herein shall not prejudice any other right or remedy to which the Owner would be entitled.

SECTION 18, Termination by Contractor

The Contractor may terminate this Contract:

- a) if the work is stopped or to be stopped for a period of five (5) days or longer due to an act of God, or due to an order of an appropriate court through no fault of the Contractor, or
- b) if the work is stopped for a period of five (5) consecutive days due to failure of the Owner to provide necessary and reasonable information, services, or cooperation.

The Contractor shall present a written statement of cause for termination to the Agency designee. Upon certification by the Director that sufficient cause exists to justify such action, the Contractor shall immediately issue written notice to the Owner. Such notice shall state the cause for termination, and shall provide that the Contract shall automatically terminate upon five (5) days written notice unless the Owner removes the cause for termination within the five (5) days.

Upon termination of Contract, the Owner shall issue payment to the Contractor for work satisfactorily completed by the Contractor, subject to normal final payment procedures.

SECTION 19, Liens

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

At no time shall payment be due to the Contractor if there are outstanding liens or claims of liens on the job. Payment shall not be due until the Contractor provides all waivers or releases or liens, and satisfaction of any recorded lien, to the Owner, in care of the Agency.

The Contractor shall protect, defend, and indemnify the Owner from any claims for unpaid work, labor, or materials provided in performance of the Contract.

SECTION 20, Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner, the Agency its officials and employees, and the Owner shall indemnify and hold harmless the Agency, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

SECTION 21, Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the Owner and the prior written approval of the Agency.

SECTION 22, CONSTRUCTION INDUSTRIES RECOVERY FUND

The owner may recover money lost related to performance by the contractor under this contract from the Construction Industries Recovery Fund. The fund can cover losses resulting from specific violations of Florida Law by a State Licensed Contractor. If the owner wishes to file a claim, the owner shall contact the Florida Construction Industry Licensing Board at the following telephone number and address: FCILB, 7960 Arlington Expressway, Suite 300, Jacksonville, Florida 32211-7467, (904) 727-6530.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions or Federal Provisions, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the word "None" written or typed on the following line. NONE

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the ____ day of _____,
and the Owner has executed this Contract as of the date above first written.

Owner Signature

Co-Owner Signature

Contractor Signature

License Number(s)

STATE OF FLORIDA
COUNTY OF WAKULLA

Subscribed and sworn before me this ____ day of _____.

WITNESS my hand and official seal the date aforesaid.

(SEAL)

Signature of Notary Public

Print, Type, or Stamp Name of Notary

Personally Known _____
Produced Identification _____
Type of Identification _____

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

**WAKULLA COUNTY REHABILITATION
HOUSING REHABILITATION PROGRAM
NOTICE TO PROCEED**

To: (Contractor)
From: (Owner Name)

Re: Notice to Proceed, Rehabilitation at Property
(Parcel ID Number)
(Property Address)

PERMIT APPLICATION DATE: _____

PROCEED DATE: _____

Reference is made to the CONTRACT dated _____ for rehabilitation of property at the above address in WAKULLA County, Florida. Pursuant to the provisions of Section 10 of the General Conditions of the Contract, you are hereby given Notice to Proceed to apply for permits within (10) calendar days of the date of this contract signature date. The dates of proceeding with the work and completion dates will be inserted upon receipt of permit. This notice establishes that the work be completed within **One Hundred Eighty (180)** calendar days of the date of this notice (by _____)

Owner

Co-Owner

This acknowledges that the above notice was received, which established the completion date as

Authorized Representative for Construction Company Signature and Title

Print Name

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

**WAKULLA COUNTY
HOUSING REHABILITATION PROGRAM
TRUTH IN LENDING DISCLOSURE STATEMENT**

This statement discloses conditions of the Repayment Loan issued by the Housing Rehabilitation Program to:

(Owner Name)

(Property Address)

Amount Financed \$ _____

Not to Exceed \$ _____ (Tentative amount – may not reflect program approved change orders)

Annual Percentage Rate 0%

Monthly Payments \$0

Term of Loan Twenty (20) Years, to end _____

Repayment of the loan is not required if the owner maintains the terms agreed to in the Rehabilitation Agreement.

The Repayment Loan is secured by the said Agreement, covering property at

(Property Address)

There is no escrow or closing costs associated with this Repayment Loan.

I hereby acknowledge receipt of a copy of this statement.

Owner-Occupant/Borrower

Print Name

Date

Co-Owner-Occupant/Borrower

Print Name

Date

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WAKULLA COUNTY
HOUSING REHABILITATION PROGRAM
NOTICE OF RIGHT OF THREE DAY RESCISSION

NOTICE TO HOMEOWNER REQUIRED BY FEDERAL LAW:

You have entered a transaction on _____, which may result in a lien, mortgage, or other security interest on your home. You have legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within **three (3) business days** from the above date or any later dates on which all material disclosures required under the Truth-In-Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund or any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do by notifying:

Government Services Group
ATTN: Tara Reynolds
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

by mail or telegram sent no later than midnight of _____. You may also use any other form of written notice identifying the transaction if it is delivered to the above address, not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

Owner Signature Print Name Date

Co-Owner Signature Print Name Date

Subscribed and sworn before me this _____ day of _____, 2023.

WITNESS my hand and official seal the date aforesaid.

(SEAL)

Signature of Notary Public

Print, Type, or Stamp Name of Notary

Personally Known _____
Produced Identification _____
Type of Identification _____

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WAKULLA COUNTY
HOUSING REHABILITATION PROGRAM
NOTICE: EFFECT OF RESCISSION

When a homeowner exercises his/her right to rescind, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within three (3) days after receipt of a notice of rescission, the creditor shall return to the homeowner any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the homeowner, the homeowner may retain possession of it. Upon the performance of the creditor's obligations, the homeowner shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the homeowner shall tender its reasonable value.

Tender shall be made at the location of the property or at the residence of the homeowner, at the option of the homeowner. If the creditor does not take possession of the property within three (3) days after tender by the homeowner, ownership of the property vests in the homeowner, without obligation on his part to pay for it.

The undersigned each acknowledges receipt of a copy of the notice of right of three-day rescission.

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

**WAKULLA COUNTY
HOUSING REHABILITATION PROGRAM
COLOR/STYLE SELECTION**

Homeowner _____

Address: _____

Contractor _____

1. Contractor must provide at least three color choices for each item.
2. Government Services Group reserves the right to veto a color choice made by the homeowner.
3. It is the contractor's responsibility to have the homeowner select the colors and sign this form.

I. Paint

Exterior Substrate: _____

Exterior Color: _____

Interior Color: _____

Trim: _____

II. Flooring

Carpet: _____

Padding: _____

Vinyl: _____

III. Roofing

Shingles: _____

Soffits (if alum): _____

IV. Cabinets: _____

V. Appliances: _____

VI. Other Items: _____

Owner Signature: _____

Co-Owner Signature: _____

Contractor Signature: _____

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

Prepared by: Government Services Group
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

**WAKULLA COUNTY
HOUSING REHABILITATION PROGRAM
NOTICE OF COMMENCEMENT**

To Whom It May Concern:

The undersigned hereby informs you that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is stated in this Notice of Commencement.

Description of Property
Tax Parcel Number
Address of Property
General Description of Improvements Demolition of existing home and replace with new site-built home.
Owner Name
Owner Address
Owners Interest in Site of Improvement Fee simple
Title Holder (other than owner) N/A
Address of Title Holder N/A
Contractor Name
Contractor Address
Contractor Phone
Lender Name Wakulla County
Lender Address 3093 Crawfordville Highway – Crawfordville, FL 32327
Lender Phone (850) 926-0919
Expiration Date of Notice of Commencement One (1) year from date of recording unless a different date is specified

Name of person within the State of Florida designated by Owner upon whom notices or other documents may be served:

Name Government Services Group, an Anser Advisory Company
Address 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308

In addition to himself, Owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13(1) (g), Florida Statutes. (Fill in at Owner's option.)

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Name _____

Address _____

Verification pursuant to Section 92.525, Florida Statutes: Under penalties of perjury, I declare that I have read the forgoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Owner or Owner's Authorized Officer

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Owner Signature

Print Name

Date

Co-Owner Signature

Print Name

Date

THIS SPACE FOR RECORDER'S USE ONLY

(SEAL)

Signature of Notary Public

Print, Type, or Stamp Name of Notary

Personally Known _____
Produced Identification _____
Type of Identification _____

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EXHIBIT A
LEGAL ADVERTISEMENT

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
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EXHIBIT B
INVITATION TO BID

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EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That

_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal
address is _____

and phone number is: _____ are
held and firmly bound to Wakulla County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs,
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for

_____ WAKULLA COUNTY Project
No.: _____ in accordance with drawings and specifications, which contract is
incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
appellate proceedings, that Obligee sustains because of any default by Principal under the
Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred
by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for
the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name of Contractor)

By: _____ (Officers Signature)

_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)

Its: _____ (Title)

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ (officer's name), as
_____ (title) of
_____ (company name), a(n) _____
(state) corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)
_____ (Printed Name)

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APPENDIX B DRAFT CONTRACT

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address) (Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

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APPENDIX B DRAFT CONTRACT

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

and phone number and fax numbers are: _____
and _____, as Surety, whose
principal _____ address _____ is:

and phone number and fax numbers are: _____ are held
and firmly bound to WAKULLA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____

_____ (\$ _____)
for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____,
20 ____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor,
materials or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any
formalities connected with the Contract or the changes do not affect Surety's obligation under
this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____
day of _____, 20 ____, the name of each party being affixed and these presents duly
signed by its under-signed representative, pursuant to authority of its governing body.
Signed, sealed and delivered in the presence of:

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APPENDIX B DRAFT CONTRACT

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20____, by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR
has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)
_____ (Printed Name)

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

OR

As Attorney in Fact (Signature) (Printed Name)
(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission

No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Wakulla County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
APPENDIX B DRAFT CONTRACT

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

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APPENDIX B DRAFT CONTRACT

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ WAKULLA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Wakulla County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____ (\$ _____).

Original Agreement Amount	\$ _____
Sum of Previous Changes	\$ _____
This Change Order ADD/DEDUCT	\$ _____
Present Agreement Amount	\$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

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APPENDIX B DRAFT CONTRACT

Accepted: _____, 20____ .

WAKULLA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chairman

By: _____
President

DESIGN PROFESSIONAL: By: _____ Consulting Engineer

ITB 2023-17 SHIP HOUSING REHABILITATION/REPLACEMENT PROJECT
INTENT AND GENERAL INFORMATION

Appendix C

Bid Proposal with Cost Sheet

Bid Proposal with Cost Sheet will be provided at the mandatory pre-bid conference on May 5, 2023.

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled projects will be held on **May 5, 2023** at 10:00 A.M. at **10 Liberty Road, Crawfordville, Florida 32327**. All interested contractors must attend this meeting to receive the bid documents and attend the walk-through of each property. The visit to the projects will immediately follow the orientation meeting. For contractors that have not been pre-approved, you may obtain a contractor application package by contacting Tara Reynolds, consultant, Government Services Group, Inc. at 850-681-3717. Please bring your completed application package to the **mandatory** meeting on **May 5, 2023 at 10:00 A.M.**