

WAKULLA COUNTY  
BOARD OF COUNTY COMMISSIONERS



**INTENT AND GENERAL INFORMATION**

**INVITATION TO BID NO: 2023-28  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
HOUSING REHABILITATION PROGRAM**

**BID ADVERTISE DATE: JULY 13, 2023  
BID RELEASE DATE: JULY 13, 2023  
RESPONSE DUE DATE AND TIME: AUGUST 14, 2023 @ 3:00 PM EST**

**MAIL OR HAND DELIVER RESPONSE TO:**

Wakulla County Board of County Commissioners  
ATTN: ITB 2023-28  
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. **2023-28** is seeking sealed bids under the Community Development Block Grant (CDBG) Housing Rehabilitation Program to provide the construction and/or rehabilitation services for four (4) single family homes located in Wakulla County, Florida. 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 CDBG 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 Community Development Block Grant Program (CDBG).

**A mandatory pre-bid conference and site visit is scheduled for July 25, 2023, at 10:00 a.m. EST** at the Board of County Commissioners Administration Office located at 3093 Crawfordville Hwy., 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 these properties. 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 **July 25, 2023 at 10:00 A.M.**

It is the intent of this ITB to enter into a Contract with the successful Bidder(s) 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

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relieve them from responsibility for estimating properly the difficulty or cost of successfully 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	July 13, 2023
Release of Invitation to Bid	July 13, 2023
<b>Mandatory Pre-Bid Conference and Site Visit</b>	<b>July 25, 2023 @ 10:00 A.M.</b>
Bid Questions Due from Prospective Bidder	August 1, 2023 by 5:00 P.M
Responses to bid questions due	August 8, 2023
<b>BIDS DUE TO BOCC</b>	<b>August 14, 2023 @ 3:00 P.M.</b>
Posting of Intended Award	August 15, 2023
Board Consideration of Intended Award	September 5, 2023
Posting of Notice of Award	September 6, 2023

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**SECTION 2.0 BID QUESTIONS**

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](mailto: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 CDBG program for four (4) residential homes located in Wakulla County.
- 3.2 The full Scope of Work will be solidified during the contractor Walk-throughs of the properties scheduled for **July 25, 2023 @ 10:00 AM** immediately after the contractor orientation. The orientation will be held at the Wakulla County Board of County Commissioners Administration Office located at 3093 Crawfordville Hwy., 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 August 14, 2023**, unless 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

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- 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.
- 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 **July 13, 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.

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**SECTION 6.0 BID RESPONSE REQUIREMENTS**

- 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.

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- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 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



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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:
- 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

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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 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

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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.

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

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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.
- 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.

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**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 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.

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- 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.
- 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**

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- 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 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.~~

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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.-

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



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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.

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Appendix A

LEGAL ADVERTISEMENT



## LEGAL ADVERTISEMENT

### WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID No. ITB 2023-28

#### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROGRAM

**ADVERTISEMENT BEGIN DATE: JULY 13, 2023**

**RELEASE DATE: JULY 13, 2023**

**BIDS DUE TO BOCC: AUGUST 14, 2023 @ 3:00 PM EST**

Sealed bids to provide the construction and/or rehabilitation services for four (4) single family homes 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 **Monday, August 14, 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: **Community Development Block Grant (CDBG) Housing Rehabilitation Program**. The specifications of this procurement are stated in the **ITB 2023-28**.

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

All technical inquiries and clarification requests shall be submitted in writing to Patty Taylor, Procurement and Contracts Coordinator, [ptaylor@mywakulla.com](mailto: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 **July 25, 2023, at 10:00 A.M. at the Board of County Commissioners Administration Office located at 3093 Crawfordville Hwy, Crawfordville, Florida 32327**. All interested contractors must attend this meeting to receive the bid documents and attend the walk-through for these properties. 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 **July 25, 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 850-926-0919 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 2023-28 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING  
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Appendix B

DRAFT AGREEMENT

This instrument was prepared for and please return to:  
**Wakulla County Board of County Commissioners**  
**3093 Crawfordville Highway, Crawfordville, Florida 32327**

**Wakulla County**  
**HOUSING REHABILITATION PROGRAM**  
**CONTRACT FOR REHABILITATION WORK**

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between **(owner)**, hereinafter called the "Owner", and **(contractor)**, located at (address)with Federal ID number \_\_\_\_\_ hereinafter called the "Contractor", with financing provided by the local government, 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 or rehabilitation monies made or to be made available to the Owner from the Agency, using Federal or State funds through the Florida Department of Community Affairs, or other State or Federal programs; 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, for the considerations stated hereinafter, 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 **(address)– Crawfordville**, parcel number (parcel) County of Wakulla, State of Florida, and is more particularly described as follows:

**(LEGAL)**

Section 2. Contract Documents

The Contract Documents which comprise this Contract for Rehabilitation Work consist of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the Work Write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of \_\_\_\_\_, 2023 and accepted by the Owner as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and (b) the Standard Rehabilitation Specifications, including the Plan Drawings (if any), for the Rehabilitation Work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the Rehabilitation Work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also

become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general Specifications and Work Write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be \_\_\_ occupied/  vacant for 150 days during the course of the Rehabilitation Work.

Section 4. Contract Price

Upon satisfactory completion of the Rehabilitation Work provided for in this Contract, the Contractor shall be paid the amount of **\$(amount).00** hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the Rehabilitation Work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. 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 8 of this Contract unless a delay is approved in writing by the Agency designee. The Contractor shall satisfactorily complete such work within 150 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 as a result 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 in connection with the work, in such manner as to assure the expeditious completion of the work.

Section 6. 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 according to the error, omission, or inconsistency, he shall bear all liabilities and costs attributable to such work.

Section 7.

Liquidated Damage

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 8.

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. This Notice to Proceed will obligate the Contractor to apply for permits within 10 days of contract signing. The date of project beginning will begin upon issuance of the permits and project ending will be inserted into the Notice to Proceed with the time of performance dated with the actual days noted in Section 5.

Section 9.

Permits and Codes

The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the Rehabilitation Work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes, ordinances, and regulations of the local government. The necessary permits must be applied for within 10 days of contract signing.

Section 10.

Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the Rehabilitation Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of 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 or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Before commencing the Rehabilitation Work provided for in this Contract, the Contractor shall furnish the Agency with certificates showing that the required insurance is in force. The Contractor's insurance policies shall also be submitted to the Agency for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the Agency. The Owner shall also maintain in force during the same period a property and/or builder's risk insurance policy adequate to cover the existing property and the Rehabilitation Work against damage or loss for which the Contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

Section 11.

Subcontracts

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, said work shall be deemed as performed by the Contractor as the Owner and the Agency will not acknowledge participation in this Contract by anyone other than said Contractor.

All work performed for the Contractor by subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor (and where appropriate between subcontractor and sub-subcontractor) which shall contain provisions that:



- a) preserve and protect the rights of the Owner and the Agency under the Contract with respect to the work to be performed under the subcontractor so that the subcontracting thereof will not prejudice their rights;
- b) require that such work to be performed in accordance with the requirements of the Contract Documents;
- c) require submission to the Contractor of applications for payments under subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment.
- d) require that all claims for additional costs, extensions of time, damages or delays or otherwise with respect to subcontracted portions of the work shall be submitted to the Contractor (by any subcontractor or sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
- e) require the subcontractor to comply with the federal equal opportunity/affirmative action provisions outlined in Section 38 herein; and
- f) obligate each subcontractor specifically to consent to said provisions.

Section 12. Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Agency may determine to be reasonable and necessary.

Section 13. Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Rehabilitation Work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

Section 14. Supervision of Work

The Contractor shall be responsible to the Owner for the acts and omissions of all his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Contract with the Contractor.

The Contractor shall at all times enforce strict and good order among his employees and shall not employ on the work any unfit persons or anyone not skilled in the task assigned to him.

The Contractor shall act as or employ a competent superintendent who shall regularly visit the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed upon request in each case.

Section 15.

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 16.

Owner's Cooperation with Contractor

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 17.

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 the Agency.

Section 18.

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 satisfactorily 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.

Section 19.

Changes in the Contract Price

Changes in the work must be itemized and evaluated for either increase or decrease in the Contract sum. Price decreases and increases will be in line with the Contractor's original Contract bid proposal prices and/or the Agency's cost estimate for the change(s).

Changes in the Contract price (either increase or decrease) must be approved by the Owner,

Contractor, and Agency, except that the Owner and Contractor may negotiate price increases for work which is not due to mandatory changes and is therefore not payable through the Agency.

Section 20.

Inspection

During the performance of the Rehabilitation Work, the Contractor and Owner shall permit the United States Government, or the Florida Department of Community Affairs, or its designee, to inspect the Rehabilitation Work. The Contractor shall also permit the Agency's Building Inspector, and the Agency to examine and inspect the work as necessary to assure that the Rehabilitation Work being performed by the Contractor:

- a) will bring the property being rehabilitated into compliance with the requirements of the local Housing and Building Codes and other applicable codes and ordinances; and
- b) is being completed in accordance with the requirements of the Contract.

The Contractor is responsible for requesting progress and final inspections simultaneously by the Building Inspector and the Agency. However, no inspector will be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Contractor shall also permit inspection by the Agency, the Florida Department of Community Affairs, and the United States Government of all Contracts, materials, and payrolls and conditions of employment pertaining to the Rehabilitation Work being performed under this Contract.

Section 21.

Payment of Contract Price

If the Contract Price is \$6,000.00 or less, full payment will be issued upon completion of all work. If the Contract Price is in excess of \$6,000.00, the Contractor may receive a partial payment and a final payment.

The partial payment may be requested upon completion of sixty percent (60%) of the work. At the request of the Contractor, the Agency designee and Building Inspector will inspect the work to determine acceptability of the work and the percentage of work completed. If at least sixty percent (60%) of the work is completed to the Agency's (Director and Building Inspector) satisfaction, the Contractor shall proceed with the Request for Payment and Affidavit, certifying that either (a) all laborers, subcontractors and suppliers have been paid in full for their goods and services provided on the job and that there are no outstanding liens or claims for liens (waivers must be supplied), or (b) a list of all unpaid parties and the amounts owed to each is attached to the form.

Upon Agency approval of the Request for Payment and Affidavit, the documents shall be presented to the Owner for approval.

Partial payment will be issued by the Agency in an amount equal to the percentage of work completed, minus a retainage of twenty percent (20%) of the Contract Price. If either the remaining Contract amount owed to the Contractor at final payment or the partial payment amount is not in excess of the amount owed by the Contractor for goods and services already provided, the Agency designee may authorize direct payment to the unpaid parties. Direct payment will be subtracted from the Contractor's payment.

Final (including single) payment will be issued upon completion of the job. Procedures are as those required for a partial payment, with the additional requirements that the Contractor furnish the Owner, in

care of the Agency, all warranties and certificates (pest control and insulation), and, if applicable, waivers of liens from any parties listed as unpaid at the time of partial payment, as well as from any other parties providing services after partial payment.

The Owner hereby grants the Agency the right to disburse partial and/or final payment directly to the Contractor in the event that a dispute arises between the Owner and the Contractor. Such disbursement shall be issued only after the Director has reviewed the facts and circumstances involved in the dispute and has determined that the Owner's refusal to issue payment is without just cause.

Section 22. Liens

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 23. 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 24. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

Section 25. 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 26. 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 27. 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 28.

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
- 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, of
- 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.
- g) homeowner may also terminate for convenience.

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 29.

Termination by Contractor

The Contractor may terminate this Contract:

- a) if the work is stopped or to be stopped for a period of twenty (20) 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.
- c) contractor may also terminate for convenience.

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 the amount of work satisfactorily completed by the Contractor, subject to normal final payment procedures.

Section 30. Interest of Federal, State, and Local Officials

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of the Title I Community Development Block Grant referred to in the first "WHEREAS" clause on Page 1 of this Contract, or in any benefit to arise from the same.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds, thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Section 31. Disclaimer

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

FEDERAL CONTRACT CONDITIONS

Section 32. Record and Audits

The Contractor shall maintain personnel and financial records adequate to identify and account for all costs pertaining to this Contract. These records shall be retained for three (3) years after the completion of the Contract. Records may be accessed by State, Federal or Agency Auditors or Monitors for the purpose of assessing the Contractor's compliance with equal opportunity requirements and for assuring proper use and accounting of all project funds.

Section 33. Lead Based Paint

The Contractor shall abide by the federal lead based paint provisions as outlined in the Standard Rehabilitation Specification, Section 15.3.

Section 34. Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 35. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 36. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 37. "Section 3" Compliance in the Provision of Training Employment and Business Opportunities

- a) The work to be performed under this Contract is on a project assisted under the Small Cities CDBG Program which provides Federal financial assistance from the Department of Housing and Urban Development through the Florida Department of Community Affairs, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project area be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a

finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

FOR CONTRACTS OF \$10,000 OR LESS

Section 38. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) Contractors shall incorporate the foregoing requirements in all subcontracts.

FOR CONTRACTS IN EXCESS OF \$10,000

Section 39. Standard Federal Equal Employment  
Opportunity Construction Contract Specifications  
(Executive Order 11246)

- a) As used in these Specifications:
  - (1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;



- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve such goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d) The Contractor shall implement the specific affirmative action standards provided in paragraphs g) (1) through (16) of these Specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or Federally-assisted construction Contract shall apply the minority and female goals established for the geographic area where the Contract

is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs Order or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereof, along with whatever additional actions the Contractor may have taken.
  - (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g) (2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all

personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

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

- h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g (1) through (16)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g)(1) through (16) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- l) The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

- m) The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 40.

Notice of Requirement for Affirmative  
Action to Ensure Equal Employment Opportunity  
(Executive Order 11246)

- a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal for minority participation	Goals for female participation
24.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract

resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
- d) As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the County.

Section 41. Section 202 Equal Opportunity Clause (Executive Order 11246)

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of the sentence immediately preceding paragraph a) and the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Section 42.

Certification of Nonsegregated Facilities

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Section 43.

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

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**



IN WITNESS WHEREOF, the Contractor has executed this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and the Owner has executed this Contract as of the date above first written.

THIS AGREEMENT REQUIRES TWO WITNESSES OF THE CONTRACTOR'S SIGNATURE TO COUNTERSIGN OR A NOTARIZATION OF THE CONTRACTOR'S SIGNATURE:

\_\_\_\_\_  
Witness #1                      Witness #2                      Contractors signature                      License Number(s)

OR NOTARY:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name  
Personally Known \_\_\_\_\_  
Produced Identification \_\_\_\_\_  
\_\_\_\_\_  
Type of ID

THIS AGREEMENT REQUIRES TWO WITNESSES OF THE OWNER'S OR OWNERS' SIGNATURE(S) TO COUNTERSIGN OR A NOTARIZATION OF THE OWNER'S OR OWNERS' SIGNATURE(S).

\_\_\_\_\_  
Witness #1                      Witness #2                      Owner Signature

\_\_\_\_\_  
Witness #1                      Witness #2                      Co-Owner Signature

OR NOTARY:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
James F. Moseley  
\_\_\_\_\_  
Print Name  
Personally Known X  
Produced Identification \_\_\_\_\_  
\_\_\_\_\_  
Type of ID

Agreement approved by the Housing Rehabilitation Specialist  
By: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL ADVERTISEMENT**

**EXHIBIT B**  
**INVITATION TO BID**

**EXHIBIT C**  
**BID PROPOSAL WITH REQUIRED FORMS**

**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.

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)

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)

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 \_\_\_\_\_, 2023,  
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 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 is 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:

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)

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 : \_\_\_\_\_

**EXHIBIT F**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the Rehabilitation Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of 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 or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Before commencing the Rehabilitation Work provided for in this Contract, the Contractor shall furnish the Agency with certificates showing that the required insurance is in force. The Contractor's insurance policies shall also be submitted to the Agency for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the Agency. The Owner shall also maintain in force during the same period a property and/or builder's risk insurance policy adequate to cover the existing property and the Rehabilitation Work against damage or loss for which the Contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

**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: \_\_\_\_\_

[Corporate Seal]

The foregoing instrument was acknowledged before me (via: \_\_\_\_ Physical Presence OR \_\_\_\_ Online)

notarizations this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, of \_\_\_\_\_, a Florida Corporation, on behalf of the Corporation.

He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Name of Notary: \_\_\_\_\_  
(Legibly Printed)

Signature of Notary: \_\_\_\_\_

my Commission Expires: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

**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.

Accepted: \_\_\_\_\_, 20\_\_\_\_.

WAKULLA COUNTY, FLORIDA

CONTRACTOR

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
President

DESIGN PROFESSIONAL: By: \_\_\_\_\_ Consulting Engineer

**EXHIBIT I**



## FEDERAL PROVISIONS APPLICABLE TO CONTRACTOR

This Appendix is hereby incorporated by reference into the main Construction Agreement (ITB 2023-28).

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS ITB 2023-28

This ITB 2023-28 is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. Contractor shall adhere to all grant conditions as set forth in the requirements of grant numbers **AWS057**, which have been provided to Contractor, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this ITB 2023-28 as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this ITB 2023-28. The provisions in this exhibit are supplemental and in addition to all other provisions within the ITB 2023-28. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the ITB 2023-28, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this ITB 2023-28 the conflicting terms and conditions of that document shall prevail.

#### **Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):**

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, Contractor must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Wakulla County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; ii. A Contractor's objectivity in performing the contract work is or might be otherwise impaired; or iii. The Contractor has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this ITB 2023-28. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

#### **Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):**

The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Contractor's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Contractor and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Contractor agrees to use affirmative steps, and to require its subcontractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Contractor shall document its efforts made to comply with the requirements of this paragraph. The Contractor shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Contractor must take; the requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

Prior to contract award, the Contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or sub-contractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
City of Tallahassee and Leon County W/MBE Directories

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color,

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

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

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	24.3%	6.9%

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUB-CONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUB-CONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS *(INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).*

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement: If applicable to this ITB 2023-28, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractor are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document, see Attachment C. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement:

- (i) If applicable to this ITB 2023-28, Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this ITB 2023-28. Contractor are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

- (ii) Sub-contractors. The Contractor or sub-contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions required, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all of these contract clauses.
- (iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and sub-contractor as provided in 29 C.F.R § 5.12.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):**

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: Contractor certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable that for each lower tier sub-contractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services.

- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (iii) This certification is a material representation of fact relied upon by Grantee. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor agrees to accomplish this verification by:

- (1) Checking the System for Award Management at website: <http://www.sam.gov>;
- (2) Collecting a certification statement from each Sub-contractor, similar to the Certification of Offeror

- /Bidder Regarding Debarment Form No. 15 of procurement herein;  
(3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: Contractor must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal recipient award.

The Contractor shall ensure that all sub-contractors certify compliance by having each sub-contractor complete Attachment B, herein.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247):** Applicability: All Contractors of Wakulla County when federal funds may be or are being used under the Contract. Requirement: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Wakulla County, Wakulla County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

**Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract/any awarded contract*].

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: [*The Contract/Any Awarded Contract*] may be terminated by Wakulla County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the [*Contractor/Consultant*] shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that [*this Contract/resulting contract*] is in effect; (2) procuring a commercial sex act during the period of time that [*this Contract/resulting contract*] is in effect; or (3) using forced labor in the performance of the contracted services under [*this contract/a resulting contract*]. [*This Contract/a resulting contract*] may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in [*this Contract/a resulting contract*], shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: Contractor and any sub-contractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of

2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with [*this Contract/a resulting contract*]. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Contractor and/or its sub-contractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):**

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the Contractor shall, upon request, provide Wakulla County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):**

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from [*a resulting contract/the contract*].

**Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders, which includes but is not limited to those listed in Attachment A, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and sub-contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



The \_\_\_\_\_ [insert name of the signatory] on behalf of  
\_\_\_\_\_ the Contractor is authorized to sign below and confirm the Contractor is  
fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further  
examination of the law and requirements as is necessary to comply.

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE #: \_\_\_\_\_

**ATTACHMENT A  
CIVIL RIGHTS**

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

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

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT B**

**BYRD ANTI-LOBBYING AMENDMENT**

On behalf of the Contractor, the undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**WAKULLA COUNTY - DAVIS BACON PREVAILING WAGE**

"General Decision Number: FL20230138 05/05/2023

Superseded General Decision Number: FL20220138

State: Florida

Construction Type: Heavy

County: Wakulla County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</p>

	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	05/05/2023

ENGI0673-009 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro		
Crane, Locomotive Crane,		
Tower Crane, Truck Crane....	\$ 32.62	12.00
Gantry Crane, Bridge Crane..	\$ 28.81	12.00
Oiler.....	\$ 27.08	12.00

IRON0597-004 04/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
REINFORCING.....	\$ 28.00	12.23

\* LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.61	11.59

PAIN0164-006 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and		
Spray.....	\$ 20.21	12.38

\* SUFL2009-177 06/24/2009

Rates	Fringes
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CARPENTER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77 **	3.50
ELECTRICIAN.....	\$ 17.25	3.02
LABORER: Common or General.....	\$ 9.43 **	0.81
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 10.00 **	0.57
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 12.09 **	0.91
OPERATOR: Bulldozer.....	\$ 15.00 **	4.98
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 13.89 **	2.07
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.76 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52 **	0.25

TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an

abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter?

This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be



with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ITB 2023-28 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING  
REHABILITATION PROGRAM  
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 July 25, 2023.**

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled projects will be held on **July 25, 2023 at 10:00 A.M. at the Board of County Commissioners Administration Office located at 3093 Crawfordville Hwy., 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 **July 25, 2023 at 10:00 A.M.**