

**SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into by and between Felic Fussner (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 402 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of \$ 126,060.00 (base bid of 125,000 plus alternate #2 addition of \$1060) (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds \$25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$150.00** for each calendar day thereafter until substantial completion is achieved. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives,

agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and

charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate

decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability).

Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contractor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

**Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947**

Section 26. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Felic Fussner	Robert Zimmerman
Neighborhood Enterprise Division	402 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	Signature of Owner:
Firm Name, Address, City, State, Zip: Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	Name, Address, City, State, Zip: Felic Fussner 402 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness:	Witness:
Witness:	Witness:
Date of Bid: 11/1/17	Date of Acceptance:

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal
sufficiency.

By/Title:

Date:

Kristina Hual, SACH
12/4/17

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097

BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, October 17, 2017 at 2:00 PM, CDT.

Board of County Commissioners

**Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV**

**From:
Paul Nobles
Purchasing Manager**

Assistance:

**Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

Pursuant to FS255.0991 the local preference is not included in this solicitation.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097**

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.
- * *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the "**reason for no bid**" block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

**This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.**

**RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP
Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017

PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Bid Bond Attached: _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: () _____
Toll Free: () _____
Fax: () _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

*** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.**

Bid Form

BASE BID SET 1:

Total: _____ \$ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2:

Total: _____ \$ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State
Certificate of Authority Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License,
Certification and/or Registration No. _____

Type of Contractor's License, Certification
and/or Registration _____
Expiration Date: _____

County Permits/Fees required for this project:

Escambia County \$800.00
Town of Century Land Use Certificate, fee
waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of 5% of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars (\$150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<https://myescambia.com/our-services/purchasing>

Paul R. Nobles
Purchasing Manager



RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

(signature)

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

Personally known _____

OR produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

Check one:

- _____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <https://myescambia.com/our-services/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board

awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. Award

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

5. **Performance and Payment Bonds**

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars (\$150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

17. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

A. County Insurance Required

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. A Best Rating of "A" or better is "preferred"; however, other ratings of "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the Contractor, its employees, or by Sub-Contractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

employees and others.

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

These insurance requirements shall not limit the liability of the Contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this Agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this Agreement, contract or lease.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises,

operations, products and completed operations, independent Contractors, contractual liability covering this Agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this Agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Jeffrey Lovingood, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Phone: 850-595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. Four (4) sets of contract documents
 Section 2
 Section 3
 Section 4
 Section 5 *A. Substantially Complete in **120** calendar days
 Fully Complete and ready for Final Inspection in **135** calendar days
 *B. Liquidated Damages at **\$150.00** for each calendar day
 Section 6
 Section 7 *A. Neighborhood & Human Services
 221 Palafox Place
 Pensacola, FL 32502
 Attn: Meredith Reeves
 Section 8
 Section 9
 Section 10
 Section 11
 Section 12
 Section 13
Exhibits (Revised as indicated by asterisk)
 A. General Terms and Conditions
 *4.4 Four (4) copies of each Application for Payment
 *21.1 One (1) year(s) after final completion
 B Form of Performance and Payment Bond
 C Insurance and Safety Requirements

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Lovingood".

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.



August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

**SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258**

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

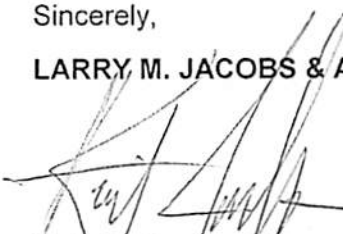
Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.


Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577



C: Mr. Carter Quina, AIA
Via email: cquina@ggarchitects.com

I. General:

1. Site visits to verify the existing condition are encouraged.
2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. Clarifications:

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.
2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.
 - a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.
 1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.
 2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.
 3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.
 4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.
 5. All walls studs are to be 2x4 in lieu of 2x6 where shown.
 6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.
 7. Liquid applied water proofing is not required on stem wall foundation detail.
 8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.
 - b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.
 - c. Refer to sheet A5 Window and Door Schedule.
 1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

- 2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.
- d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.
- e. Refer to sheet A7.
 - 1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.
 - 2. Floor drain in the mechanical closet may be eliminated if not required by Code.

Quina Grundhoefer Architects

■ ■ ■

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubi Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

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15. **Will the back porch have guard rails?** Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. **Is the ramp hand rail wood or metal?** The handrails will be painted aluminum. **Will the ramp include a toe kick and a mid-rail?** Yes, it will have a toe kick, but not a mid-rail.
17. **Will the utility box drain to the clean out to grade?** Yes.
18. **Will the roof have two layers of 15# felt?** It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. **Will the kitchen cabinets be 40" tall or a standard 30"?** Cabinet's size will remain 40".
20. **Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate?** It was agreed on the meeting that it will all be plastic laminate.
21. **Will the instantaneous water heater thermostat need a control?** It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. **Do the flexible ducts need to be 8' long?** No, they can be sized as required.

Outline Specifications

Project: Alger-Sullivan SHIP Housing
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

- A. General Conditions of the Contract for Construction
AIA Document A201
- B. Form of Owner-Contractor Agreement for Construction - AIA B101
- C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.
2. Two Bedroom unit: 1,040 sf
Covered porches: Varies but approx. 200 sf
Three Bedroom unit: 1,261 sf
Covered Porches: Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

Alger-Sullivan SHIP Housing

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and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.
5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact vendors before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.
6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.
7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.
8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.
9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.
10. BID Format: Refer to Escambia County Purchasing Department documentation.
11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

<u>01040 Project Coordination</u>	Administrative requirements for coordination.
<u>01090 Definitions and Standards</u>	Terminology, trade names, codes and abbreviations.
<u>01300 Submittal</u>	Procedure for submittal.
<u>01400 Quality Control Services</u>	Quality Control, testing and inspections.
<u>01500 Temporary Facilities</u>	Services, facilities and support security.
<u>01631 Product Substitutions</u>	Procedure for handling substitutions.
<u>01700 Project Closeout</u>	End of Project Procedures.
<u>01740 Warranties and Bonds</u>	Special product warranties.
<u>01030 – ALTERNATES</u>	

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. **Definition:** An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
2. **Coordination:** Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
3. **Notification:** Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
4. **Completeness:** The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.
5. **SCHEDULE OF ALTERNATES:**

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.

Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

- properly disposed of according to local regulations.
2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.
2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.
3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.
4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
Hot or rolled carbon steel sheets per ASTM A568 or A366.
Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:
 - a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
 - b. Plywood. APA performance rated panels, Product Standard PS-1.
Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
Flat decks: 3/4" plywood with H clips @ seams.
Sheathing: 1/2" plywood (8d nails at 6" perimeter and 12" field)
Floor Decking: 3/4" tongue and groove plywood (8d nails at 12" o.c.)
 - c. For structural lumber to be exposed use no. 2 pine.
2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
 - a. Species: any softwood graded under NWP, WCLB, SPIB or NLGA rules.
 - b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"

Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.

Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.

Soffits: Perforated vinyl soffit installed per manufacturer's instructions.

Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.

Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
 - a. Surfaces of stained exposed wood to be as noted on the drawings.
 - b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
 - c. Particle board: ANSI A208.1
 - d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls. Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
 - a. Kitchen
 - i. Option 1: White Tigris 4783-60
 - ii. Option 2: Desert Zephyr 4841-60
 - iii. Option 3: Twilight Zephyr 4845-60
 - b. Restroom
 - i. Option 1: White Tigris 4783-60
 - ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 1/4" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
Manville Building Materials Corp.
Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
 - a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS.
Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
 - b. Horizontal surfaces: Multi-part urethane:
Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
 - c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834.
Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
 - d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures.
Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
Mfr: As provided by Exterior Door Manufacturer.
All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County
Alger-Sullivan SHIP Housing

- through a partnership agreement. Contractor to provide installation cost only in base bid.
2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
 3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
 4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
 5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.
2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.
3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.
2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of 1/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.
2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.
3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.
4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.
5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.
6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.
7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.
2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.
2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.
3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.
4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrous glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.
2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.

All piping to be PVC or PEX.

All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.

Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.
2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.
3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.
4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.
2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.
3. Soil Pipe: Support to firm earth below floor slabs.
 1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.
 2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.
 3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).
4. Vent Pipes:
 1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.
 2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.
 3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.
5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.
 1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.
 2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.
 3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.
2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.
3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.
4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.
2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.
3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.
4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.
2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.
3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.
4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:
 1. Gate valves 1/2" to 3" = S-111.
 2. Ball valves 1/2" to 2" = S-585.
 3. Check valves 1/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.
2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.
3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.
4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.
5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.
2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.
3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.
4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.
5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.
6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.
2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.
3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.
4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.
2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.
2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.
2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.
3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:
 - a. UL 67 -- Panelboards
 - b. UL 50 -- Cabinets and boxes
 - c. NEMA PB1
 - d. Fed. Spec. W-P-115C
 - e. Circuit breaker -- Type I class I
4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.
2. Receptacles: Duplex receptacles shall be specification grade, 15 amps, 125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.
4. Device Plates: Shall be of the constructed of polycarbonate.
5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.
 - Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.
 - Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.
2. Lighting Schedule:
 - Recessed LED: Commercial Electric Model # CER6730DWH40
 - Porch Light: Hampton Bay Model # BPP1611-BLK
 - Wall Sconce: Hampton Bay Model # X124501
 - Pendant Light: Progress Lighting Model# P5096-09
 - Chandelier: Commercial Electric Model # HON8913A
 - Exhaust Fan/Light: Nutone Model # XN50L
 - Ceiling Fan: Hunter Model # 59246
3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

END OF OUTLINE SPECIFICATIONS

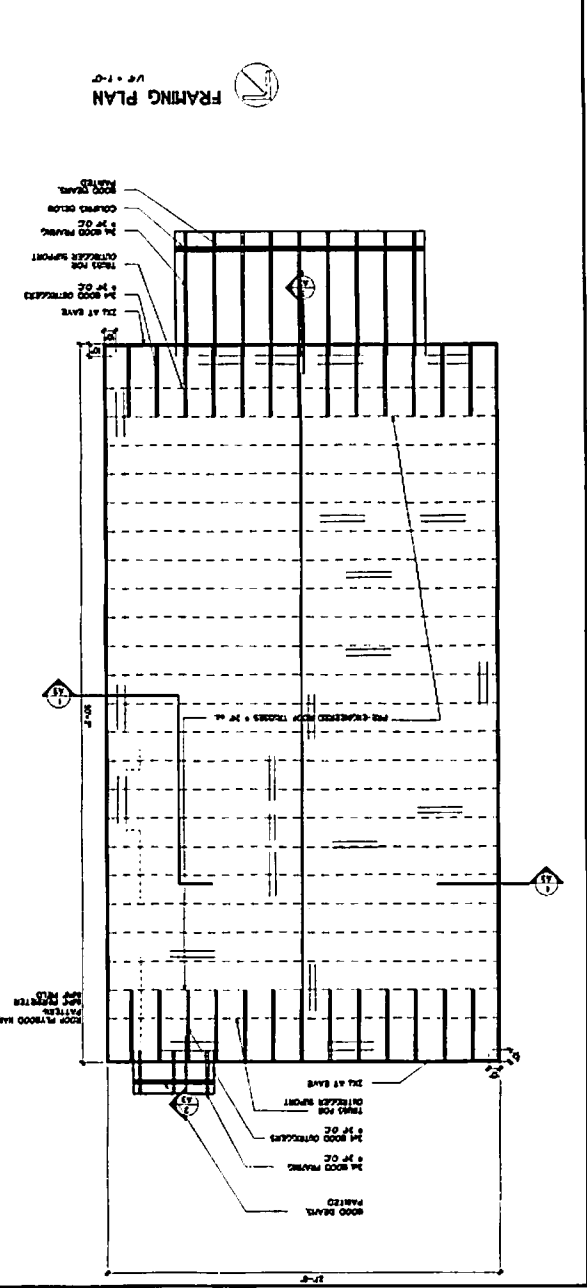
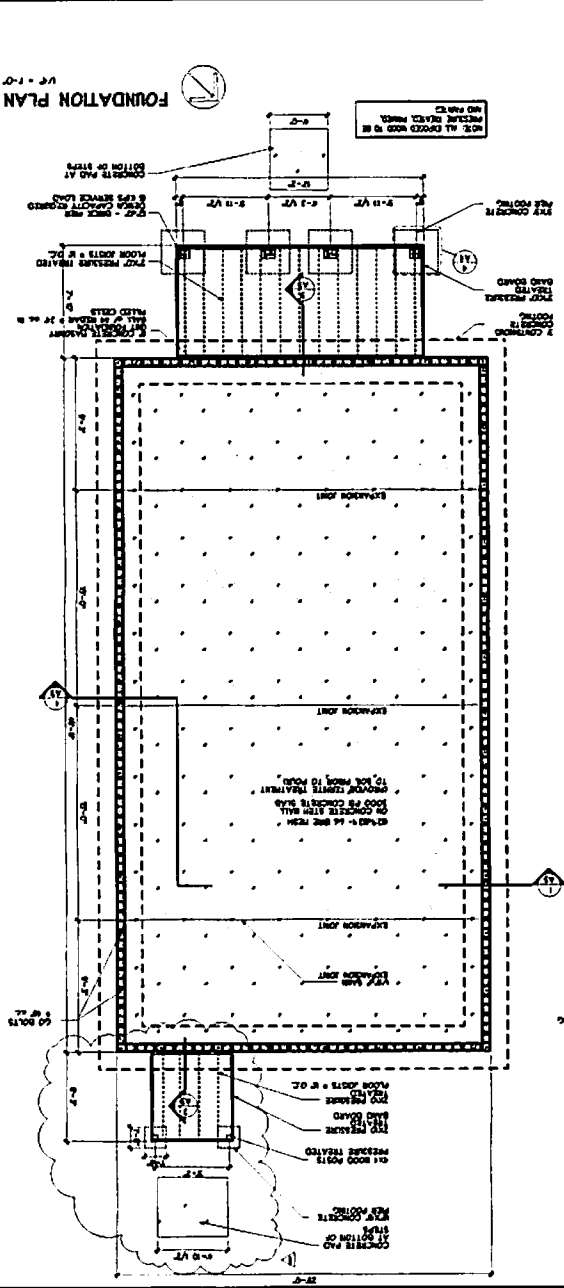
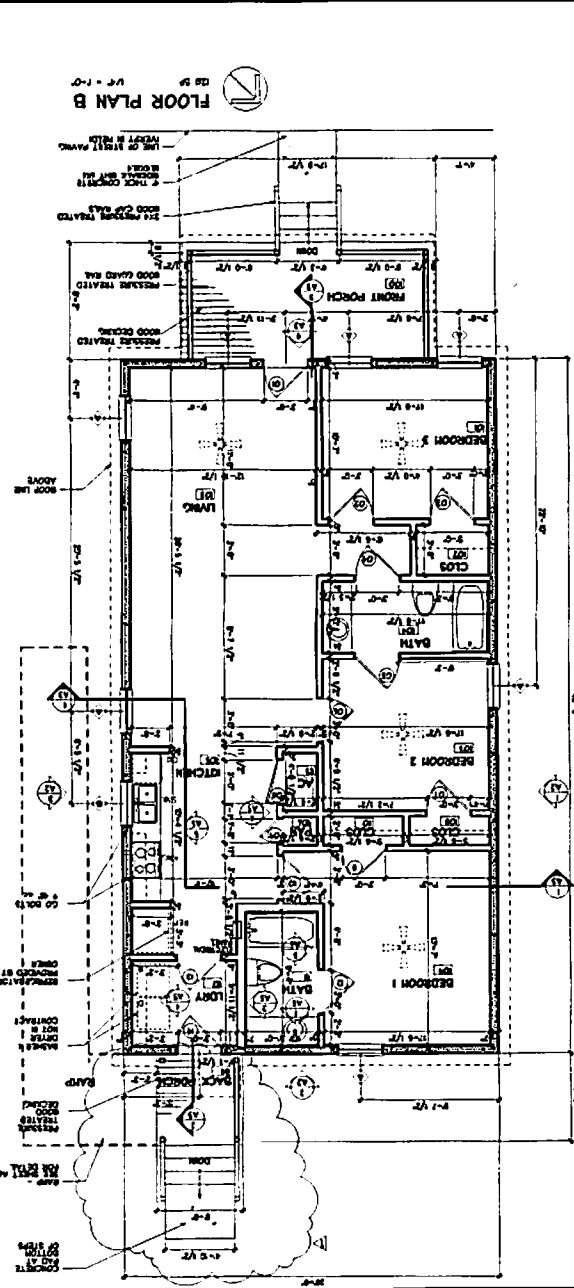
GENERAL NOTES

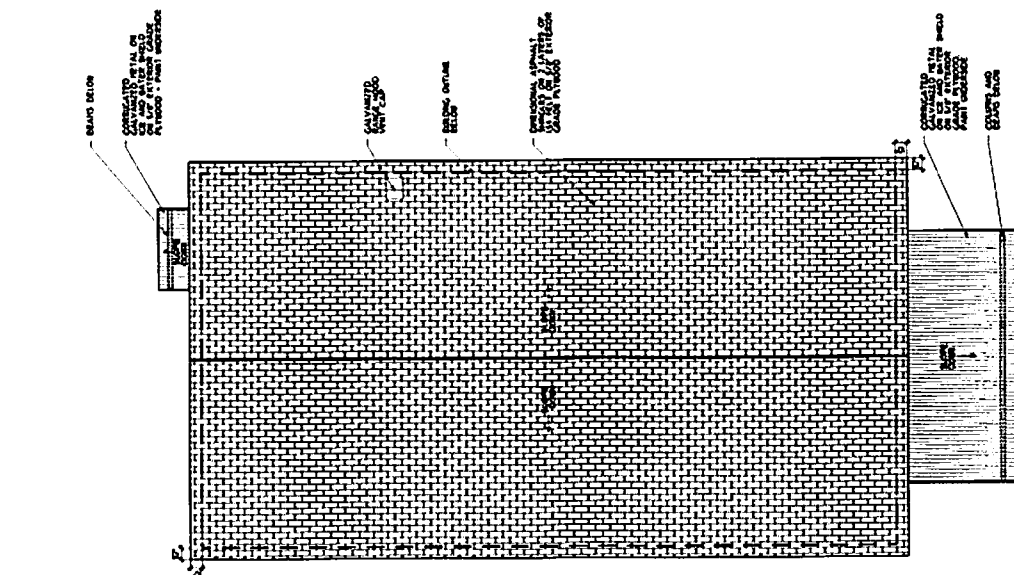
1. ALL OVERDOORS ARE TO BE 6'0" HIGH BY 3'0" WIDE.
2. ALL DOORS ARE TO BE 2'8" HIGH BY 3'0" WIDE.
3. ALL DOORS ARE TO BE 2'8" HIGH BY 3'0" WIDE.
4. ALL DOORS ARE TO BE 2'8" HIGH BY 3'0" WIDE.
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10. ALL DOORS ARE TO BE 2'8" HIGH BY 3'0" WIDE.

WALL LEGEND

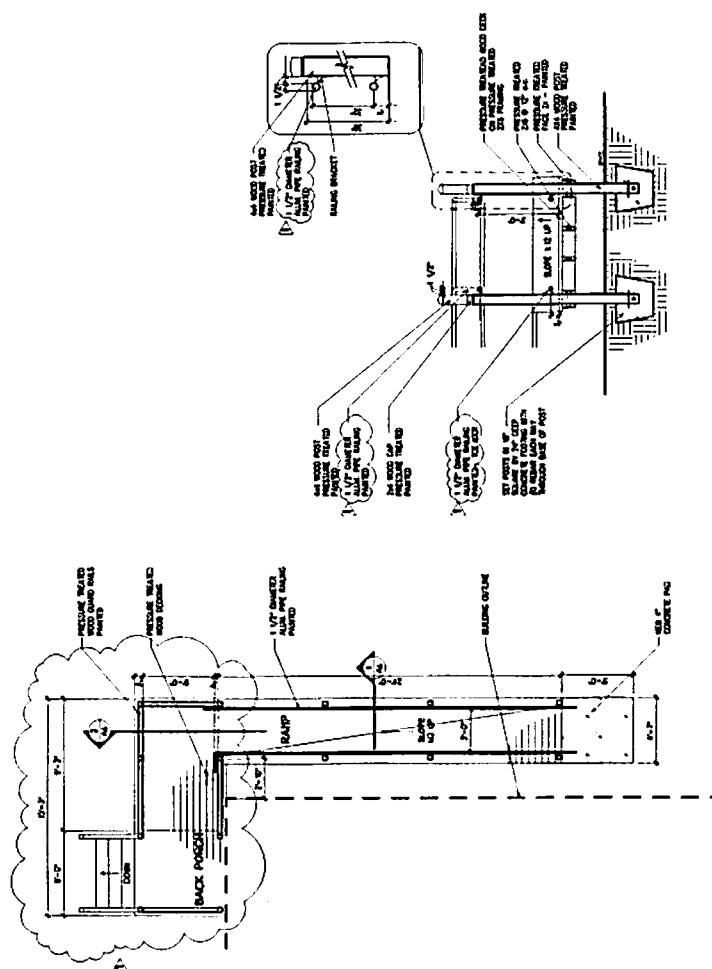
1. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 2. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 3. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 4. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 5. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 6. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 7. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 8. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 9. 4" CMU WALL WITH 1/2" GYPSUM BOARD
 10. 4" CMU WALL WITH 1/2" GYPSUM BOARD

Alger-Sullivan Architects
 114 Pine Street
 Albany, New York 12242
 Phone: (518) 462-1111
 Fax: (518) 462-1112
 Email: info@alger-sullivan.com

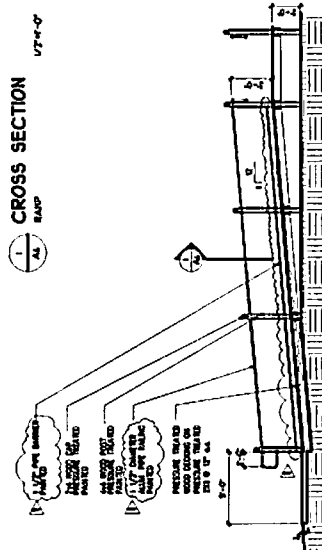




ROOF PLAN
1/4" = 1'-0"



PLAN
RAPP



CROSS SECTION



LONGITUDINAL SECTION

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(Insert name, address, and phone number of contractor)
_____, as Principal,

and _____,
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of _____

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

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No. _____

(Insert name of project, including legal description, street address of property and general description of improvement)

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter 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 that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the warranty period after substantial completion of the work.

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 obligation 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 instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

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

Signed, sealed and delivered in the presence of: PRINCIPAL:

Witnesses as to Principal

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do
business in the State of Florida, are held and firmly bound unto the Board of County Commissioners
for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900,
(hereinafter called the "County") in the sum of _____
(\$ _____) for payment of which we bind ourselves, our heirs, our personal representatives,
our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract
No. _____ (hereinafter referred to as the "Contract") as of _____ (the bid award
date for projects thereto) for the purpose of

(Insert name of project, including legal description, street address of property and general description of improvement)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____ between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants as defined in Section 255.05(1)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal under the contract; and
4. 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 action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of: **PRINCIPAL:**

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:

(Printed Name)

Witness

Witness

(Business Address)

(Authorized Signature)

(Printed Name)

OR

Witnesses

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____



Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____

The following changes to the above contract are hereby made based upon the following justification:

Change order scope of work (or attach specifications as necessary):

SUMMARY

Original Contract Amount: _____	Original Start Date (NTP): _____
Previous Additions (Change Order No. _____)	Original Contract Period: _____
Previous Deletions (Change Order No. _____)	Previous Completion Date: _____
Current Contract Amount: _____	This Change Order () Increase () Decrease _____
+ Change Order Amount: _____	New Contract Period _____
New Contract Amount: _____	New Completion Date _____
Cumulative Percent () Increase () Decrease _____	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or \$50,000, whichever is greater.

HOMEOWNER(S):

NEIGHBORHOOD ENTERPRISE DIVISION

Homeowner Signature

Rehabilitation Specialist or Program Director

Print Name Date:

Print Name Date

Homeowner Signature

Division Manager

Print Name: Date:

Print Name Date

CONTRACTOR:

Signature

Print Name Date:

Firm Name

3 Originals: Homeowner, Contractor, File

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of \$ _____.

All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____

By: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Design Home Builders, Inc. who is personally known to me, or provided _____ as identification and who did/did not take an oath.

[SEAL]

Notary Public, State of Florida

My commission expires: _____

Commission No.: _____