

**City of Bonifay – Veteran’s Memorial Park  
Recreational Lighting Upgrade Project  
FDACS #31000**

This Contract, dated \_\_\_\_\_ is between the **City of Bonifay**, with a principal address of 401 McLaughlin Ave Bonifay, FL 32425 ("City"), and **Bill Smith Electric, Inc.**, with a principle address of 1095 Hidden Ter, Cantonment, FL 32533 ("Contractor").

1. Scope of Work

Work shall be performed in accordance with Exhibit 1 - Scope of Work.

The Contractor hereby agrees to provide the following services to the City according to the Invitation to the (ITB) said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as Exhibit 2, to the extent they are not inconsistent with this Agreement.

The project may be reimbursed by grant funds from the the Federal Department of Agriculture and Consumer Sciences (FDACS). It is imperative that Respondents examine and become familiar with the requirements outlined Exhibit - 2 CFR 200 and Special Conditions.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed by September 30, 2024. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$250.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the City as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The City shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's pay application and written approval of same by the City's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit payment application to the City Clerk on a monthly basis for those specific services, as described in this Agreement, ITB, and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period.

**Contract Price: \$ 68,490.00 .**

4. Payments

Notwithstanding anything to the contrary herein, the City shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the City on a monthly basis. Payment by the City to the Contractor of the statement amount shall be made within twenty (20) days after submittal to the City. Five percent (5%) retainage may be held at the discretion of the City.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the City, finished and ready for beneficial occupancy, or when the City occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor shall list those items prior to receiving final payment and the City may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the

applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, City shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors – In accordance with requirements of Davis-Bacon Act.

Delayed Payments by City - If the City shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the City stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub- contractors under it, be considered to be employees of the City.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from City premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the City of Bonifay City Manager or their designee as requested and specifically to allow the City to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the City in order to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

The Contractor shall maintain books, records and documents directly pertinent to performance under

this Contract in accordance with generally accepted accounting principles consistently applied. The City, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Sierra Smith, Custodian of Public Records, at (850) 482-4353 or 2895 Jefferson Street, Bonifay, FL 32446.

11. City Representative

The City Manager or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the City's representative on matters relating to the performance of the work. The City shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the City. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the City may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at [www.sam.gov](http://www.sam.gov).

15. E-Verify

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within

Florida; and

2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the contractor certifies compliance with the above requirements.

16. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the City's Insurance Requirements.

17. Hold Harmless and Indemnification

The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Contractor.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

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.

18. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.

The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

19. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the City:

Attn: Sierra Smith

401 McLaughlin Ave Bonifay, FL 32425

For the Contractor:

Attn: Tim Forget

1095 Hidden Ter, Cantonment, FL 32533

The Contractor shall notify the City of any change to its address. The City will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

20. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

21. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

22. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly

authorized representatives of the parties.

23. No Waiver

The waiver by the City of, or the City's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

24. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

25. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non- responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

26. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

27. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

28. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Holmes County, Florida.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Executed by:

**CITY OF BONIFAY, FL**

\_\_\_\_\_  
By: Ricky Callahan, City Manager

Attest:

\_\_\_\_\_  
City Clerk

**CONTRACTOR**

By: \_\_\_\_\_  
(Authorized Representative)

Its: \_\_\_\_\_

ATTEST:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence \_\_\_\_\_ online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name and Title of Position), who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

\_\_\_\_\_  
Signature of Notary Public

Printed Name: \_\_\_\_\_

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

Expiration Date: \_\_\_\_\_

Stamp:

## **Exhibit 1**

### **Scope of Work**

The selected Contractor shall provide professional lighting improvement services to deliver a “turnkey” project, to include all labor, material, equipment and incidentals for the design and installation of the lighting upgrades needed to achieve sufficient illumination for enhanced visibility of the recreation facility identified as Veteran’s Memorial Park (see attached Project Map).

Project shall be designed to meet the Illumination Engineering Society’s (IESNA) recommended lighting levels for sports and recreational area lighting, to include uniformity and smoothness. All lights should be controlled through an operating system that integrates with the City’s existing lighting control system. The City reserves the right to add/delete items from this proposal as needed and in order to meet budget availability.

#### **Contractor Responsibilities:**

- A. Provide layout of fixture locations, aiming diagram, and associated designs (as required).
- B. Provide required electrical equipment and contactor cabinets.
- C. Provide light test under owner supplied lighting system.
- D. Remove and dispose of existing lighting fixtures, climbing cables, and platforms on existing light poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- E. Leave the existing grounding wires and power feed in place for reattachment.
- F. Provide adequate trash container for cardboard waste and packing debris.
- G. Provide storage containers for material, including electronics enclosures.
- H. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- I. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- J. Locate existing underground utilities and irrigation system so as to avoid damage from construction equipment. Repair any such items damaged during construction.
- K. Install electrical enclosures, cross-arms, and fixtures on existing poles.
- L. Provide materials and equipment to wire and terminate drivers to new LED fixtures.
- M. Ground the new light fixture cross aims per NFPA 780 and NEC code.
- N. Install contactor cabinets to existing electrical service.
- O. Ground the electrical enclosures per NFPA 780 and NEC code. Existing lightning protection to be verified and repaired as needed to comply with equipment warranty
- P. Keep all heavy equipment off of playing surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
- Q. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.

#### **Schedule of Services:**

Contractor shall provide all personnel, services, plans, & documents necessary during the project and as required to bring the agreed upon project to a permitted status. The Contractor shall attend monthly pre-construction meetings with the City to inform the City of the project's status. Upon the Contractor's receipt of all permits, the contractor shall complete the Installation/Replacement of the project.

The Installation/Replacement Phase shall be manned by a pre-selected team which prior to construction has attended some, if not all, of the later pre-construction meetings to familiarize themselves not only the project but the owner's representatives they will be closely working with to bring the project to a successful conclusion.

The Installation/Replacement Phase shall be properly manned to ensure that the construction schedule is maintained at all times and any potential delays shall be conveyed to the owner's representatives as soon as they are discovered.

During installation, weekly (or as needed), on-site project meetings will be conducted by the Contractor. These meetings shall have representatives from all entities involved in the Installation Phase and may including the owner's representatives, when required. The meetings shall be mandatory.

The Contractor shall at the end of the Installation/Replacement Phase bring to the project all the required resources to quickly & efficiently complete all punch list items, provide to the owner instruction as required for all supplied equipment & devices & submit all typical close out documents &/or those the owner may request. **All work shall be substantially completed by August 31, 2024.**

### **Project Map – Veteran's Memorial Park**



### **Technical Requirements**

#### Lighting Performance

Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target



illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

Area of Lighting	Average Target Illumination Levels
Basketball Court	5-20 fc
Tennis Court	5-20 fc
Playground	5-20 fc
Recreational Area	5-10 fc

**Grid Points:** To be determined by Contractor

**Grid Spacing:** Contractor to utilize existing poles where applicable, see bid form for pole replacement details and Exhibit N for product specifications.

**Color Temperature:** The lighting system shall have a minimum color temperature of 3000K

**Playability:** Lighting design and luminaire selection should be optimized for playability by reducing glare oncourt and providing sufficient uplight.

1. **Aiming Angles:** To reduce glare, luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.
2. **Glare Control Technology** – Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvers.
3. **Aerial lighting** - Calculation planes should be evaluated up to the maximum anticipated height for the level of play.
4. **Mounting Heights:** To ensure proper aiming angles, minimum mountings heights shall be approved by the City.

#### Sports Lighting System Construction

- A. **Manufacturing Requirements:** All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. **Durability:** All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- C. **System Description:** Lighting system shall consist of the following:
  1. Manufacturer will supply all drivers and supporting electrical equipment.

2. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
3. All luminaires, visors, and cross-arm assemblies shall maintain luminaire aiming alignment.
4. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system.
5. Contactor cabinet to provide on-off control.
6. Manufacturer shall provide lightning grounding.

#### Electrical

- A. Electric Power Requirements for the Sports Lighting Equipment:
  1. Electric power;
  2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

**Exhibit 2**  
**Bid Response**



**City of Bonifay, FL  
Invitation to Bid  
Recreational Lighting Upgrade Project**

The City of Bonifay (City) is seeking sealed bids from professional lighting firms (Contractor) to complete a Recreational Lighting Upgrade Project (Project) to provide adequate sports lighting for Veteran's Memorial Park located at 210 Veterans Ave, Bonifay, FL 32425. This "turnkey" Project includes the replacement of outdated light fixtures along 12 existing light poles including associated light bulbs, electrical wiring, switches, and other required electrical/lighting components.

Bids for these services will be received until **2:00 PM CST, Thursday, May 23, 2024**, at the City of Bonifay Clerk's Office located at 401 McLaughlin Ave, Bonifay, FL 32425. At that time, or shortly thereafter, the Bids received will be publicly opened and read at the Bonifay City Hall Commission Chambers located at 401 McLaughlin Ave, Bonifay, FL 32425.

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE SUBMITTAL IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTAL WILL BE ACCEPTED. FIRM/INDIVIDUALS ARE RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL. SUBMITTALS RECEIVED AFTER THE SPECIFIED DAY AND TIME WILL NOT BE OPENED.

To be considered, the bidder must submit one (1) manually signed original and one (1) hard copy of the SUBMITTAL in a sealed envelope or package, clearly marked with the respondent's name and address, and the words:

"Request for Bids: City of Bonifay – Recreational Lighting Upgrade Project" addressed to:

Sierra F. Smith  
401 McLaughlin Ave  
Bonifay, FL 32425

Small business and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit proposals, and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR § 200.321.

*EQUAL OPPORTUNITY EMPLOYER HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION*

**Project Contract and Bid Documents**  
**City of Bonifay - Recreational Lighting Upgrade Project**

Note: The use of a Contractor or Sub-Contractor that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at [www.sam.gov](http://www.sam.gov). It is the sole responsibility of the CONTRACTOR to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

**Solicitation Documents**

The complete BID information package can be obtained from Sierra Smith, City of Bonifay, by email at [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com). The following table outlines the specifics for this BID, and all Exhibits are incorporated in this BID, and will be incorporated into any agreement that may arise from this REQUEST:

Section 1	Introduction
Section 2	Scope of Work/Services
Section 3	Procurement Rules and Information
Section 4	Evaluations
Section 5	Contract Terms
Exhibit A	Information (Cover) Sheet
Exhibit B	Contact for Contract Administration
Exhibit C	Sworn Statement on Public Entity Crimes
Exhibit D	Drug Free Workplace Certification
Exhibit E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Exhibit F	BID Sheet & Addendum Acknowledgement
Exhibit G	44 CFR, Appendix A, Part 18
Exhibit H	Byrd Anti-Lobbying Certification
Exhibit I	Qualifications Statement
Exhibit J	Sample Contract
Exhibit K	2 CFR 200 and Special Conditions
Exhibit L	Wage Decision
Exhibit M	Subcontracting
Exhibit N	Sample Lighting Specifications

## **SECTION 1 – INTRODUCTION**

### **1.1 Overview:**

Contractors are required to comply with all provisions of Federal, State, and County laws and Ordinances, rules and regulations, which are applicable to the project. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof. For Federal projects, the City shall follow 2 CFR 200.319-320.

Contractor shall also hold a current license to conduct work in the State of Florida. They shall also maintain "In Effect" any and all licenses required to successfully accomplish the task required in the Request for Bids. It is the Contractors responsibility to ascertain what licenses are required, and to ensure that they in fact currently have or obtain, before start of work, the proper licensure for the job.

The Contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by the state and federal government.

When applicable, the City intends to seek reimbursement from the Florida Department of Agriculture and Consumer Sciences (FDACS) for any contract resulting from this BID. This solicitation is either partially or fully federally grant funded. Any opinions, findings, conclusions, or recommendations expressed in these documents are those of the author(s) and do not necessarily reflect the view of the FDACS. Respondents shall comply with the clauses set forth in Exhibit K.

### **1.2 Project Background:**

This project is a recreational lighting replacement project that will replace up to twenty-four (24) light fixtures across twelve (12) poles at the City of Bonifay's Veterans Memorial Park. The project involves the elimination of old technology vacuum lighting and other antiquated types of lighting and installation of new LED light fixtures including associated light bulbs, electrical wiring, switches, and other required electrical and lighting components. The project will reduce spill lighting and glare, which can have negative impacts on the public, by 50%. Further it is estimated to create a reduction in energy and maintenance costs by 50% to 85%, over the typical 1500w HID equipment. It is imperative to operate the facility as economically as possible, in order to continue to provide services, the City needs to implement practices and features that reduce costs of operation

### **1.3 Project Objectives:**

- Objective 1: Reduce energy costs to the City of Bonifay at Veteran's Memorial Park
- Objective 2: Reduce the City of Bonifay's carbon footprint by utilizing LED fixtures.
- Objective 3: Achieve sufficient illumination of recreation area for enhanced visibility

## SECTION 2 – SCOPE OF WORK/SERVICES

### 2.1 Description of Work/Services:

The selected Contractor shall provide professional lighting improvement services to deliver a “turnkey” project, to include all labor, material, equipment and incidentals for the design and installation of the lighting upgrades needed to achieve sufficient illumination for enhanced visibility of the recreation facility identified as Veteran’s Memorial Park (see attached Project Map).

Project shall be designed to meet the Illumination Engineering Society’s (IESNA) recommended lighting levels for sports and recreational area lighting, to include uniformity and smoothness. All lights should be controlled through an operating system that integrates with the City’s existing lighting control system. The City reserves the right to add/delete items from this proposal as needed and in order to meet budget availability.

#### Owner Responsibilities:

- A. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires — no towing required.
- B. Provide reference point for sighting in lighting cross-arms.
- C. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- D. Removal, replacement, and repair of all fencing necessary for construction.
- E. Repair and/or replace any turf, asphalt, curbs, and concrete inadvertently damaged during installation.
- F. Locate and mark existing irrigation systems prior to the commencement of construction.

#### Contractor Responsibilities:

- A. Provide layout of fixture locations, aiming diagram, and associated designs (as required).
- B. Provide required electrical equipment and contactor cabinets.
- C. Provide light test under owner supplied lighting system.
- D. Remove and dispose of existing lighting fixtures, climbing cables, and platforms on existing light poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- E. Leave the existing grounding wires and power feed in place for reattachment.
- F. Provide adequate trash container for cardboard waste and packing debris.
- G. Provide storage containers for material, including electronics enclosures.
- H. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- I. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- J. Locate existing underground utilities and irrigation system so as to avoid damage from construction equipment. Repair any such items damaged during construction.
- K. Install electrical enclosures, cross-arms, and fixtures on existing poles.

- L. Provide materials and equipment to wire and terminate drivers to new LED fixtures.
- M. Ground the new light fixture cross aims per NFPA 780 and NEC code.
- N. Install contactor cabinets to existing electrical service.
- O. Ground the electrical enclosures per NFPA 780 and NEC code. Existing lightning protection to be verified and repaired as needed to comply with equipment warranty
- P. Keep all heavy equipment off of playing surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
- Q. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.

## 2.2 Schedule of Services:

Contractor shall provide all personnel, services, plans, & documents necessary during the project and as required to bring the agreed upon project to a permitted status. The Contractor shall attend monthly pre-construction meetings with the City to inform the City of the project's status. Upon the Contractor's receipt of all permits, the contractor shall complete the Installation/Replacement of the project.

The Installation/Replacement Phase shall be manned by a pre-selected team which prior to construction has attended some, if not all, of the later pre-construction meetings to familiarize themselves not only the project but the owner's representatives they will be closely working with to bring the project to a successful conclusion.

The Installation/Replacement Phase shall be properly manned to ensure that the construction schedule is maintained at all times and any potential delays shall be conveyed to the owner's representatives as soon as they are discovered.

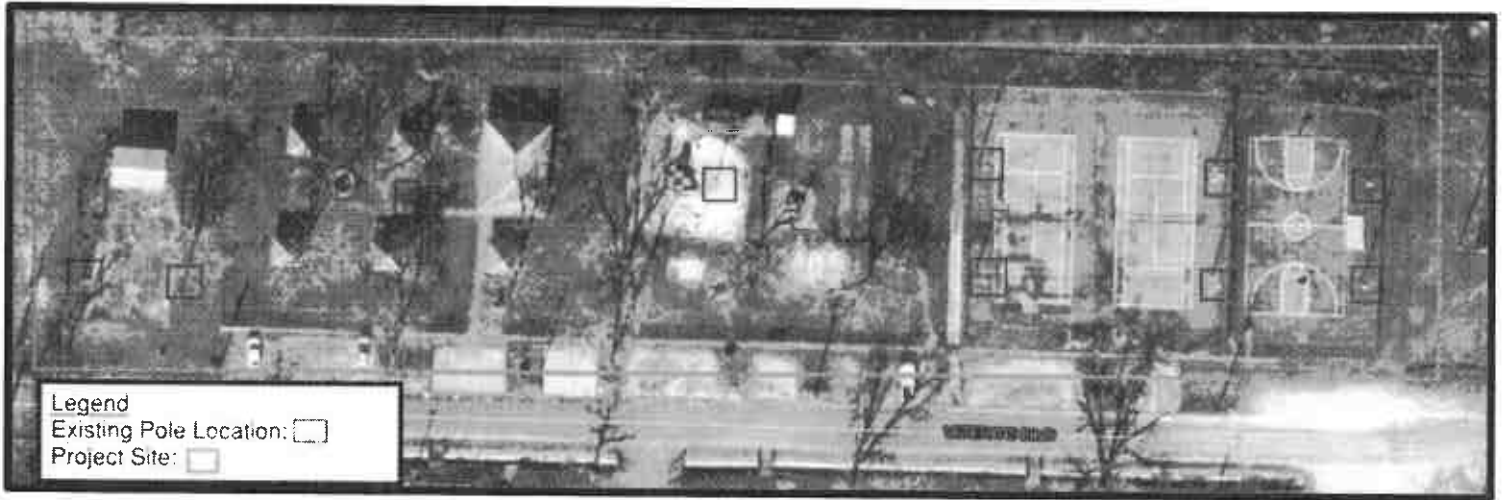
During installation, weekly (or as needed), on-site project meetings will be conducted by the Contractor. These meetings shall have representatives from all entities involved in the Installation Phase and may including the owner's representatives, when required. The meetings shall be mandatory.

The Contractor shall at the end of the Installation/Replacement Phase bring to the project all the required resources to quickly & efficiently complete all punch list items, provide to the owner instruction as required for all supplied equipment & devices & submit all typical close out documents &/or those the owner may request. **All work shall be substantially completed by August 31, 2024.**

## 2.3 Project Map – Veteran's Memorial Park

Included on following page.





## 2.4 Technical Requirements

### Lighting Performance

**Illumination Levels and Design Factors:** Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

Area of Lighting	Average Target Illumination Levels
Basketball Court	5-20 fc
Tennis Court	5-20 fc
Playground	5-20 fc
Recreational Area	5-10 fc

**Grid Points:** To be determined by Contractor

**Grid Spacing:** Contractor to utilize existing poles where applicable, see bid form for pole replacement details and Exhibit N for product specifications.

**Color Temperature:** The lighting system shall have a minimum color temperature of 3000K

**Playability:** Lighting design and luminaire selection should be optimized for playability by reducing glare oncourt and providing sufficient uplight.

1. **Aiming Angles:** To reduce glare, luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.

2. Glare Control Technology – Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvres.
3. Aerial lighting - Calculation planes should be evaluated up to the maximum anticipated height for the level of play.
4. Mounting Heights: To ensure proper aiming angles, minimum mountings heights shall be approved by the City.

#### Sports Lighting System Construction

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
  1. Manufacturer will supply all drivers and supporting electrical equipment.
  2. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
  3. All luminaires, visors, and cross-arm assemblies shall maintain luminaire aiming alignment.
  4. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system.
  5. Contactor cabinet to provide on-off control.
  6. Manufacturer shall provide lightning grounding.

#### Electrical

- A. Electric Power Requirements for the Sports Lighting Equipment:
  1. Electric power: To be confirmed.
  2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

### **2.5 Project Specifications**

See Exhibit N. The specifications outlined are acceptable lighting solutions as part of this project. Bidder shall clearly demonstrate the lighting solution proposed in their bid package. Any Brand names and model numbers listed below are for the purpose of establishing a standard bid item. Bidder may bid alternative "or equal" items to the specified item. To ensure an item's acceptability, CONTRACTOR should submit information on the proposed item at least 7 days prior to the BID due date for review and approval by the City. Submit the request for approval to Sierra Smith at [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com).

## SECTION 3 – PROCUREMENT RULES AND INFORMATION

### 3.1 **BID Point of Contact:**

The following person has been designated the Point of Contact for this BID:

City of Bonifay  
Sierra Smith  
401 McLaughlin Ave  
Bonifay, FL 32425  
[sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com)

**All questions regarding this BID should be directed in writing via email to [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com). Questions shall be submitted no later than 12:00 noon CST on May 15, 2024.** Any questions submitted after that date and time will not be answered. All questions submitted prior to that date and time will be reviewed and answered. If applicable, answers citing the question asked, but not identifying the questioner, will be distributed to all known prospective CONTRACTORS.

Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the BID or its amendments are binding, but any oral communications are not.

### 3.2 **Pre-bid Meeting:**

There will be no pre-bid meeting for this project.

### 3.3 **Site Visit:**

Bidders are encouraged to visit the project site prior to submitting a bid. The project site is open for visitation daily from sunrise to sunset at 210 Veterans Ave, Bonifay, FL 32425.

### 3.4 **Bonds:**

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The City reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

Prior to signing the Contract, the selected Contractor will secure and post a Public Construction Bond pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the City. The City will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

### 3.5 **Addenda:**

If any addenda are issued after the initial specifications are released, the City will post the addenda via email to registered plan holders of the bid documents.

It is the responsibility of the bidder prior to submission to ensure that they are a registered

plan holder with the City of Bonifay or contact the City of Bonifay to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet in Exhibit F.

**3.6 Submission of Proposal:**

These documents constitute the complete set of specification requirements and proposal forms. The BID, including all proposal sheets and attachments, must be filled in, executed, and submitted in a sealed envelope bearing the BID name on the outside and mailed or presented to the City of Bonifay on or before the specified time and date. The face envelope shall contain the return address, the date and time of BID opening, and the BID name and title.

**3.7 BID Opening:**

Proposals must be received by 2:00 PM CST, **May 23, 2024**, at the City of Bonifay Clerk's Office located at 401 McLaughlin Ave Bonifay, FL 32425 and will be opened thereafter at the time and location indicated on the advertisement. **Proposals received after the deadline will be rejected and returned unopened.**

**3.8 Cost of Preparing Submittal:**

The City of Bonifay is not liable for any costs incurred by a CONTRACTOR in responding to this BID.

**3.9 Disposal of Proposals:**

All Proposals shall be subject to retention and disclosure in accordance with law.

**3.10 Discretion of City of Bonifay:**

The City reserves the right to accept or reject any and all bids as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive, or conditional bids. The City reserves the right to reject any bid if the City believes that it would not be in the best interest of the City to select the CONTRACTOR because the BID is not responsive or the CONTRACTOR is not responsible, or the CONTRACTOR is unqualified or lacks financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive CONTRACTOR who submits the lowest price. If the City and the lowest CONTRACTOR cannot negotiate a contract, the City may, in its sole discretion, terminate such negotiations and begin negotiations with the qualified, responsible, and responsive CONTRACTOR who submits the next lowest price. The City may, in its sole discretion, elect to continue the process for negotiating with each next lowest CONTRACTOR until a contract is successfully negotiated. No firm shall have any rights against the City arising from this REQUEST or such negotiations.

**3.11 Questions on BID:**

All questions regarding this BID shall be submitted by 12:00 noon CST on May 15, 2024 in writing via email addressed to [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com).

**3.12 Verbal Communications:**

No negotiations, decisions, or actions shall be initiated or executed by a CONTRACTOR as a result of any discussions with any City employee. This BID and any addenda thereto shall comprise the entire solicitation and CONTRACTORS may not rely on any other communications related to this solicitation in the submission of proposals. Only those communications from CONTRACTORS which are signed, and in writing, will be recognized by the City as duly, authorized expressions on behalf of the CONTRACTOR.

**3.13 Insurance Requirements:**

As applicable, the awarded CONTRACTOR(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the CONTRACTOR is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the CONTRACTOR's insurance coverage, policies or capabilities may be grounds for rejection of the BID proposal and rescission of any ensuing agreement.

The CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by the United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect the City by naming the City as an additional insured under the policy or certificate.

**3.14 Public Entity Crimes Statement:**

CONTRACTORS must sign & complete the Public Entity Crime Sworn Statement attached to and made a part of the BID. In accordance with Section 287.133, F.S., a person or affiliate who has been placed on the convicted list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category 2 for a period of 36 months from the date of being placed on the convicted list.

**3.15 Liability/Indemnity/Hold Harmless Agreement:**

The selected CONTRACTOR shall be liable for and by written agreement agrees to protect, defend, indemnify, and hold harmless City, the State of Florida, and the United States Government, and its officers, employees and agents, from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind, including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the selected CONTRACTOR, under the REQUEST or the terms of any agreement that may arise from the REQUEST. Without limiting, the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property defects in materials or

workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**3.16 Drug Free Workplace:**

The CONTRACTOR must complete the City's Drug Free Workplace Certification form, attached to and made part of the BID. According to Section 287.087, F.S., whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by a political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied CONTRACTORS have a drug-free workplace program.

**3.17 Termination for Cause:**

If through any cause the selected CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under any agreement that may arise from this BID, or if the selected CONTRACTOR shall violate any of the provisions of any agreement that may arise from this BID, City may upon written notice to the selected CONTRACTOR terminate the right of the selected CONTRACTOR to proceed under any agreement that may arise from this BID, or with such part or parts of any agreement that may arise from this BID as to which there has been default, and may hold the selected CONTRACTOR liable for any damages caused by reason of such default and termination. In the event of such termination, any completed services shall, at the option of the City, become the property of City and the selected CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The selected CONTRACTOR, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach, and the City may withhold any payments for the purpose of setoff until such time as the amount of damages due to the City from the selected CONTRACTOR can be determined.

**3.18 Termination for Convenience:**

City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the selected CONTRACTOR thirty (30) days prior to the effective date of such cancellation.

**3.19 Subject to Authorization and Funding:**

The selected CONTRACTOR shall not perform any services without the express prior written approval of the City, which approval shall be in the form of a written task order. Fees and costs associated with any services which were not expressly authorized by the City in a written task order shall not be paid by the City.

The City's performance and obligation to pay for any services performed under this BID or the terms of any agreement that may arise from this BID is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds. Payments funded with State or Federal Funds must be appropriated and available, and the selected CONTRACTOR must comply with and satisfy all State and Federal laws, rules, regulations, and

requirements in order to be entitled to such payments.

**3.20 Records/Audit:**

The CONTRACTOR acknowledges and agrees that the records related to any services performed under this BID will be public records subject to retention and disclosure in accordance with Florida law.

**3.21 Eligibility:**

If applicable, the CONTRACTOR must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering a contract with the City.

**3.22 Contract:**

The selected CONTRACTOR shall enter into an agreement with the City, which shall include all of the terms of this BID, including Exhibits, and all other terms required by the County, State, and Federal government.

## SECTION 4 – EVALUATIONS

### 4.1 Basis of Bid:

Bids will be considered only from firms engaged in providing the equipment and services specified herein. CONTRACTOR must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient delivery of the items, or they must be able to show that they have the ways and means to fulfill the obligations of service or other services related to the product/service.

Pursuant to F.S. 287.04701 the City may not request documentation of, or consider, or give preference based on a vendor's social, political, or ideological interests.

**AWARD OF BID:** The City reserves the right to award any and all bids to the "Lowest Responsible and Responsive CONTRACTOR." The term Lowest Responsible and Responsive CONTRACTOR is defined below. The City also reserves the right to award the contract to more than one CONTRACTOR, on a split order or lump sum basis, as determined to be in the best interest of the City.

**RESPONSIBLE CONTRACTOR:** The word "responsible" generally includes attributes of trustworthiness, fitness and capacity of low CONTRACTOR to satisfactory perform the proposed work or supply the required materials.

**RESPONSIVE CONTRACTOR:** The word "responsive" is generally interpreted to mean the CONTRACTOR has met the minimum requirements and specifications of the BID solicitation.

**BIDDING MATERIALS OR ITEMS:** All materials and parts shall be BID F.O.B. destination defined in the Request for BID packet.

### 4.2 Bid Checklist:

Please submit the items on the following list and any other items required by any section of this invitation to bid. The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

- \_\_\_\_\_ Information (Cover) Sheet
- \_\_\_\_\_ Contact for Contract Administration
- \_\_\_\_\_ Sworn Statement on Public Entity Crimes
- \_\_\_\_\_ Drug Free Workplace Certification
- \_\_\_\_\_ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exc.
- \_\_\_\_\_ BID Sheet & Addendum Acknowledgement
- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ 44 CFR, Appendix A, Part 18
- \_\_\_\_\_ Byrd Anti-Lobbying Certification
- \_\_\_\_\_ Subcontracting Forms
- \_\_\_\_\_ Contractor License
- \_\_\_\_\_ Proof of Insurance
- \_\_\_\_\_ Qualifications Statement



## SECTION 5 – CONTRACT TERMS

### 5.1 **Term of Contract:**

The terms of any agreement from this Invitation to BID will be for a period from the date of award until September 30, 2024, or until the contract terms have been fulfilled by the contractor, whichever is sooner. The City may, at its sole discretion, choose to extend the contract term.

### 5.2 **Non-Exclusive Contract / Additional Services:**

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may at any time secure similar or identical Services at its sole option. The City may require additional items or services not specifically listed in the contract. The CONTRACTOR agrees to provide such items or services and provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices of their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other CONTRACTORS, or to cancel the contract upon giving the CONTRACTOR thirty (30) days' written notice.

### 5.3 **Warranty:**

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

Manufacturer shall submit a 10-year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

## Exhibit A Information (Cover) Sheet

The following information will be provided to City 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 and/or federal government.

**Legal Name of Business:**

Bill Smith Electric, Inc.

**Trade Name (DBA):**

**Former Names of Business (if any):**

**Federal Identification Number (EIN/SSN):**

59-2320406

**Organization Type:**

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietorship

☐ Other: \_\_\_\_\_

**Type of Corporation:** ☒ "For Profit" or ☐ "Not for Profit"

**Corporate Address:**

Post Office Box: PO Box 1057 City, State, Zip:

Gonzalez, FL 32560

Street Address: 1095 Hidden Ter City, State, Zip:

Cantonment, FL 32533

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

**Is business registered in the State of Florida?**

☒ Yes

or

☐ No

**If No, in which state is the business registered?**

2

**Authorized to transact business in the State of Florida?** ☒ Yes or ☐ No

**Is business in good standing:**

☒ Yes

or

☐ No

**List of all material Officers, Directors, Members, and/or Managers:**

Name: Jacob W. Smith

Title: President

Name: Michael C. Smith

Title: VP/Trs/Sec

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: Jacob W. Smith

Title: President

(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 Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

## Exhibit B

### CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: Jacob W. Smith

TITLE: President

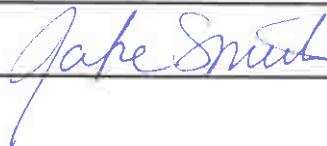
COMPANY NAME: Bill Smith Electric, Inc.

ADDRESS: PO Box 1057  
Gonzalez, FL 32560

PHONE: 850-968-6500

FAX: 850-937-8113

E-MAIL: jake@billsmithelectric.com

SIGNATURE: 

## Exhibit C

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

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

- City of Bonifay-Recreational
1. This sworn statement is submitted with Bid, Proposal, or Contract for Lighting Upgrade Project
  2. This sworn statement is submitted by (entity), Bill Smith Electric, Inc.,  
whose business address is,  
PO Box 1057 Gonzalez, FL 32560, and (if applicable)  
Federal Employer Identification Number (FEIN) is 59-2320406 (if the entity has  
no FEIN, include the Social Security Number of the individual signing this sworn statement).
  3. My name is Jacob W. Smith and my relationship to the  
entity named above is President (title).
  4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute,  
means a violation of any state or federal law by a person with respect to and directly related to the  
transaction of business with any public entity or with an agency or political subdivision of any other  
state or with the United States including, but not limited to , any BID or contract for goods or services  
to be provided to any public entity or any agency or public subdivision of any other state or of the  
United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or  
material misrepresentation.
  5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes,  
means a finding of guilt or a conviction of a public entity crime with or without an adjudication of  
guilt, in any federal or state trial court of records relating to charges brought by indictment or  
information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty  
or nolo contendere.
  6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
    - a. A predecessor or successor of a person convicted of a public entity crime; or
    - b. An entity under the control of any natural person who is active in the management of the entity  
and who has been convicted of a public entity crime. The term "affiliate" includes those officers,  
directors, executives, partners, shareholders, employees, members, and agents who are active  
in the management of an affiliate. The ownership by one of shares constituting a controlling  
income among persons when not for fair interest in another person, or a pooling of equipment or  
income among persons when not for fair market value under a length agreement, shall be a  
prima facie case that one person controls another person. A person who knowingly convicted  
of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
  7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any  
natural person or entity organized under the laws of the state or of the United States with the legal  
power to enter into a binding contract provision of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

☐ The person or affiliate was placed on the convicted CONTRACTOR list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted CONTRACTOR list. (Please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted CONTRACTOR list. (Please describe any action taken by, or pending with, the department of General Services)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering 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.

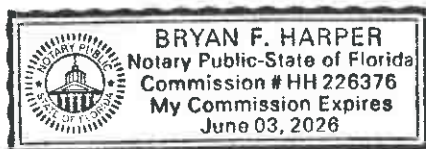
*[Signature]*  
Signature

6/21/2024  
Date

STATE OF FLORIDA  
COUNTY OF: ESCAMBIA

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of June 21, 2024, and is personally known to me, ~~or has provided~~

identification. -as-



*[Signature]*  
Notary Public  
My Commission expires: June 03, 2026

## Exhibit D

### **DRUG FREE WORKPLACE CERTIFICATION** **(This form must be completed and attached to proposal)**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie responses will be followed in none of the tied providers has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace 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 work place, available drug counseling, rehabilitation providing 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bill Smith Electric, Inc.  
Company Name

59-2320406  
Federal I.D. Number or  
SSN

  
Authorized Signature

Jacob W. Smith  
Printed Name

## Exhibit E

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

#### Contractor Covered Transactions

- (1) The prospective contractor, Bill Smith Electric, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

#### Contractor

Bill Smith Electric, Inc.

By:

  
\_\_\_\_\_  
Signature

Jacob W. Smith, President  
Name and Title

1095 Hidden Ter  
Street Address

Cantonment, FL 32533  
City, State, Zip

6/21/2024  
Date

## Exhibit F BID SHEET & ADDENDUM ACKNOWLEDGEMENT

### CITY OF BONIFAY - RECREATIONAL LIGHTING UPGRADE PROJECT

**Contractor Instructions:** CONTRACTOR may BID on any single items or all items listed. CONTRACTOR is not required to BID on all items. CONTRACTOR's total cost shall include the total cost to provide a "turnkey" project to the City that is inclusive of all labor, material, equipment and incidentals for the design and construction of the lighting upgrades needed to achieve sufficient illumination for enhanced visibility of the recreational facility.

**Note:** Brand names and model numbers listed below are for the purpose of establishing a standard bid item. Bidder may bid alternative "or equal" items to the specified item. To ensure an item's acceptability, CONTRACTOR should submit information on the proposed item at least 7 days prior to the BID due date for review and approval by the City. Submit the request for approval to Sierra Smith at [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com).

BASE BID SUMMARY				
ITEM	DESCRIPTION	EST.QTY*	TOTAL COST	MINIMUM SPECIFICATIONS
1	Light Replacement / Installation (Includes Lighting Controls with Timer Switch)	24	\$53,540.00	Luminaire Type ▪ See Exhibit N
2	Pole Replacement	12	\$77,100.00	Pole Type ▪ See Exhibit N ▪ Height: 20-25 FT
TOTAL BASE BID			\$130,640.00	

Awarded

Not Awarded

ALTERNATE BID SUMMARY					
ITEM	DESCRIPTION	EST.QTY*	UNIT PRICE	TOTAL COST	MINIMUM SPECIFICATIONS
1	Remote Light Switch	1	\$14,950.00	\$14,950.00	Remote User Range 25 Miles
2	Pole Replacement	12	\$4,734.00	\$56,808.00	Wood - Match Existing Dimensions
TOTAL ALTERNATES				\$71,758.00	

Awarded

Not Awarded

\*Contractor to verify needed quantity (24 lights represents existing number of light fixtures)

Total Award: \$68,490.00



**Bidder Notes:**

\$202,398.00

Total BID in Figures

Two Hundred Two Thousand Three Hundred Ninety-Eight

Total BID in Words

By submission of this BID, Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

**City of Bonifay - Recreational Lighting Upgrade Project**

**Respectfully Submitted By:**

Signature: 

Print Name: Jacob W. Smith

Company Name: Bill Smith Electric, Inc.

Sam.gov #: 3J3F3

Telephone: 850-968-6500

Email: jake@billsmithelectric.com


Date: 6/21/2024

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. <u>1</u>	DATED <u>May 23, 2024</u>
ADDENDUM NO. <u>2</u>	DATED <u>June 14, 2024</u>
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: Bill Smith Electric, Inc.

Authorized Signature: 

Printed Name: Jacob W. Smith

Title: President

Date: 6/21/2024

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 703-9448 or email [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com) prior to submitting your bid to ensure that you have received addendums.

## Exhibit G

### 44 C.F.R. APPENDIX A, PART 18 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each BID or offer exceeding \$100,000).

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

**Jacob W. Smith, President**  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**6/21/2024**  
\_\_\_\_\_  
Date

**Exhibit H**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned, Jacob W. Smith certifies, to the best of his or her knowledge, that:

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

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

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



Signature of Contractor's Authorized Official

## Exhibit I Qualifications Statement

**BID NAME:**      **City of Bonifay – Lighting Project**

List at least three references for work of a similar nature performed within the last three years.

Description of work	Year of project	Dollar amount of project	Company name: <b>Escambia County</b>
<b>Escambia County Schools Softball Lighting Upgrade - Pensacola, FL 2313</b>	<b>23-24</b>	<b>\$741K</b>	Contact person: <b>Scott Adams</b>
			Phone number: <b>850-444-0095</b>
Description of work	Year of project	Dollar amount of project	Company name: <b>American Tennis</b>
<b>Gulf Shores Pickleball Lighting Upgrade - Gulf Shores, AL 2219</b>	<b>22-23</b>	<b>\$215K</b>	Contact person: <b>Jeff Nichols</b>
			Phone number: <b>251-476-4714</b>
Description of work	Year of project	Dollar amount of project	Company name: <b>City of Mobile</b>
<b>Michael Figures Park Combo Field Lighting - Mobile, AL 2205.02</b>	<b>22-23</b>	<b>\$46K</b>	Contact person: <b>Mark Thomas</b>
			Phone number: <b>251-208-2840</b>
Description of work	Year of project	Dollar amount of project	Company name: <b>UWF</b>
<b>UWF Tennis Court Lighting System Upgrade - Pensacola, FL 2201.08</b>	<b>22-23</b>	<b>\$356K</b>	Contact person: <b>Ralph Payne</b>
			Phone number: <b>850-414-2631</b>
Description of work	Year of project	Dollar amount of project	Company name: <b>City of Pensacola</b>
<b>Port of Pensacola High Mast Lighting - Pensacola, FL 2204.01</b>	<b>22</b>	<b>\$88K</b>	Contact person: <b>Clark Merritt</b>
			Phone number: <b>850-436-5074</b>
Description of work	Year of project	Dollar amount of project	Company name: <b>City of Mobile</b>
<b>Mims Park LED Lighting Upgrade - Mobile, AL 2105.03</b>	<b>21-22</b>	<b>\$264K</b>	Contact person: <b>Mark Thomas</b>
			Phone number: <b>251-208-2840</b>

## Exhibit M Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the City's approval but provides the City with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES \_\_\_\_ NO ☒ (place a check where applicable). If no, Respondents are not required to complete the remainder of this form.

Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Current Office of Supplier Diversity certification of woman, veteran, or minority owned small business enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_

W-9 verification: Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

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## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Bill Smith Electric, Inc.  
1095 Hidden Terrace Drive  
Cantonment, FL 32533

**SURETY:**

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Bonifay  
401 McLaughlin Ave  
Bonifay, FL 32425

**BOND AMOUNT:**

5% Five Percent of Amount Bid

**PROJECT:**

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

Recreational Lighting Upgrade Project

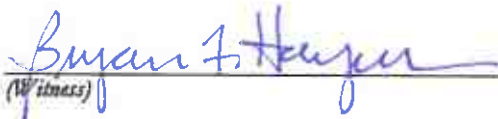
Project Number, if any:

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

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

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

Signed and sealed this 19th day of June, 2024

  
(Witness)

Bill Smith Electric, Inc.

(Principal)

(Seal)

By:

(Title)

  
President


Merchants National Bonding, Inc.

(Surety)

(Seal)

By:

(Title)

  
Mark W. Edwards, II, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freely; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

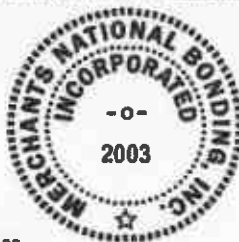
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March, 2024.



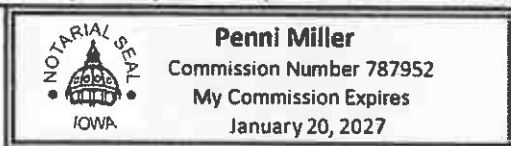
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 4th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of June, 2024.



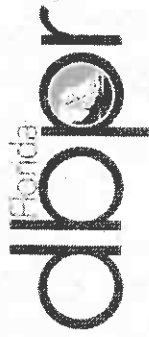
*William Warner Jr.*  
Secretary





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

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

**SMITH, MICHAEL CALEB**

BILL SMITH ELECTRIC INC  
1095 HIDDEN TERRACE DR  
CANTONMENT FL 32533

**LICENSE NUMBER: EC13003710**

**EXPIRATION DATE: AUGUST 31, 2024**

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



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**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION

EC13003710

ISSUED: 07/19/2022

CERTIFIED ELECTRICAL CONTRACTOR  
SMITH, MICHAEL CALEB  
BILL SMITH ELECTRIC INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES

EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS' LICENSING BOARD**

**LICENSE NUMBER: EC13003710**

**EXPIRATION DATE: AUGUST 31, 2024**

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

SMITH, MICHAEL CALEB  
BILL SMITH ELECTRIC INC  
1095 HIDDEN TERRACE DR  
CANTONMENT FL 32533



ISSUED: 07/19/2022

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2024

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

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

<b>PRODUCER</b> Acentria Insurance - Pensacola 10427 Sorrento Rd, Ste 305 Pensacola FL 32507	<b>CONTACT NAME:</b> Melissa Harris <b>PHONE (A/C, No, Ext):</b> 850-497-6510 <b>E-MAIL ADDRESS:</b> Melissa.Harris@Acentria.com <b>FAX (A/C, No):</b> 850-497-6515
<b>INSURED</b> Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Insurance Company <b>INSURER B:</b> Evanston Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>License#:</b> 1100460 <b>BILLSMI-02</b>	<b>NAIC #</b> 10178 35378

**COVERAGES****CERTIFICATE NUMBER:** 1202188659**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL10008624700	7/24/2023	7/24/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10008624600	7/24/2023	7/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB10008625000	7/24/2023	7/24/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC010008624900	7/24/2023	7/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Inland Marine Contractor's Pollution			CM10008624800 CPLMOL118383	7/24/2023 7/24/2023	7/24/2024 7/24/2024	Scheduled Equipment Limit 291,907 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Installation Floater Included in Policy Number CM10008624800

Jobsite Limit \$650,000

Temporary Storage Limit \$100,000

Transit Limit \$300,000

Deductible \$1,000

**CERTIFICATE HOLDER**City of Bonifay  
401 McLaughlin Ave  
Bonifay FL 32425**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Larry F. Cook, Mayor  
Rickey Callahan, City Clerk  
301 J. Harvey Etheridge Street  
Bonifay, FL 32425  
Telephone: (850) 547-4328



City Council Members:  
James W. Sellers, Vice Mayor  
Shelley Carroll  
Rick Crews  
Eddie Dixon

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**ADDENDUM NO. 1**

**DATE:** May 23, 2024  
**TO:** ALL BIDDERS  
**FROM:** Sierra Smith, Executive Assistant  
**PROJECT NAME:** City of Bonifay – Recreational Lighting Upgrade Project  
**PROJECT NUMBER:** 02017

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Please note the following clarifications, corrections, or supplemental information in regard to the above referenced project:

**Item #1:** The Bid Due Date for this project has been extended.

Bids for these services will be received until 2:00 PM CST, June 6<sup>th</sup>, 2024, at the City of Bonifay Clerk's Office located at 401 McLaughlin Ave, Bonifay, FL 32425. At that time, or shortly thereafter, the Bids received will be publicly opened and read at the Bonifay City Hall Commission Chambers located at 401 McLaughlin Ave, Bonifay, FL 32425.

**Acknowledgement of Receipt - Addendum No. 1**

**BIDDERS ARE REQUIRED TO COMPLETE INFORMATION BELOW  
AND RETURN VIA EMAIL**

Attention: Sierra Smith

Email: [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com)

**BIDDER:** Bill Smith Electric, Inc.

**COMPANY NAME**

**SIGNATURE:**

*Bryan F. Harper*

Digitally signed by Bryan F Harper

Date: 2024.06.19 15:56:15 -05'00'

Adobe Acrobat version: 2024.002.20857

**DATE:** 6/19/2024

Please return a signed PDF copy of this addendum notice to Sierra Smith at [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com). Should you have any questions regarding this addendum or regarding the project in general, please email those questions to Sierra Smith at the previously listed email address.

## ADDENDUM NO. 2

**DATE:** June 14, 2024  
**TO:** ALL BIDDERS  
**FROM:** Sierra Smith, Executive Assistant  
**PROJECT NAME:** City of Bonifay – Recreational Lighting Upgrade Project  
**PROJECT NUMBER:** 02017

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Please note the following clarifications, corrections, or supplemental information in regard to the above referenced project:

**Item #1:** The Bid Due Date for this project has been extended.

Bids for these services will be received until 2:00 PM CST, Friday, June 21, 2024, at the City of Bonifay Clerk's Office located at 401 McLaughlin Ave, Bonifay, FL 32425. At that time, or shortly thereafter, the Bids received will be publicly opened and read at the Bonifay City Hall Commission Chambers located at 401 McLaughlin Ave, Bonifay, FL 32425.

### Acknowledgement of Receipt - Addendum No. 1

**BIDDERS ARE REQUIRED TO COMPLETE INFORMATION BELOW  
AND RETURN VIA EMAIL**

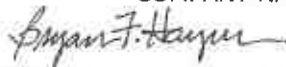
Attention: Sierra Smith

Email: [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com)

**BIDDER:** Bill Smith Electric, Inc.

COMPANY NAME

**SIGNATURE:**



Digitally signed by Bryan F Harper

Date: 2024.06.19 15:55:16 -05'00'

Adobe Acrobat version: 2024.002.20857

**DATE:**

6/19/2024

Please returned a signed PDF copy of this addendum notice to Sierra Smith at [sierra.smith@cityofbonifay.com](mailto:sierra.smith@cityofbonifay.com). Should you have any questions regarding this addendum or regarding the project in general, please email those questions to Sierra Smith at the previously listed email address.

**Exhibit 2**  
**Bid Response**

**End of Bid Response**

### **Exhibit 3**

#### **2 CFR 200 and Special Conditions**

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

**1. Equal Employment Opportunity**

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

7) The contractor will include the portion of the sentence immediately preceding paragraph (1)

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

**2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

**a)** This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

**b)** Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**c)** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**d)** Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**

All construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**a)** This section applies to all construction contracts in excess of \$2,000.

**b)** In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

**c)** Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.



**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**a)** This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

**b)** As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29

C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

**c)** The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**d)** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**e)** In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

**f)** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

**g)** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

**5. Rights to Inventions Made Under a Contract or Agreement**

Not Applicable to this Agreement.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**a)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

**b)** The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

**c)** The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2

C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The respondent agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))**

a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

10. **Compliance with all Federal statutes relating to nondiscrimination.**

These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights

Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.

**11. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)**

Which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

**12. Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)**

Which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**13. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)**

Which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

**14. Compliance with environmental standards which may be prescribed to the following:**

(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

**15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)**

Related to protecting components or potential components of the national wild and scenic rivers system.

**16. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**

**17. Compliance with P.L. 93-348**

Regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

**18. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)**

Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

**19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)**

Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**

22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The City can obtain a release of this right upon application containing certain commitments.**

23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)**

Contractor agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Contractor should review the provisions of the Act to ensure that expenditures made under this BID are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American made.

24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**

a. Unless in conflict with State or local laws, City must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**

26. **Segregation of Costs**

City must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

27. **False Claims Act**

City and Contractor shall promptly refer to the Department of Energy (DOE) or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**Exhibit 4**  
**Wage Decision**

**ATTACHED ON FOLLOWING PAGES**

**Exhibit L**  
**Wage Decision**

"General Decision Number: FL20240016 01/05/2024

Superseded General Decision Number: FL20230016

State: Florida

Construction Type: Building

County: Holmes County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

**Exhibit L**  
**Wage Decision**

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

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

Modification Number	Publication Date
0	01/05/2024

ELEC1205-004 06/05/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.10	7.85+14%

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ENGI0653-010 10/01/2012

	Rates	Fringes
OPERATOR: Crane		
100 Tons & Over		
(Conventional & Hydraulic)		
& Tower Cranes.....	\$ 26.30	11.13
Under 100 Tons.....	\$ 25.30	11.13

Cranes with 350 feet or more boom and/or 400 ton capacity - additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity - additional \$1.45 per hour.

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IRON0798-007 07/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
REINFORCING.....	\$ 29.00	17.52

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SUFL2009-053 05/22/2009

Rates	Fringes
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**Exhibit L**  
**Wage Decision**

CARPENTER.....	\$ 13.63 **	1.14
CEMENT MASON/CONCRETE FINISHER...	\$ 11.50 **	0.00
LABORER: Common or General.....	\$ 8.14 **	0.00
LABORER: Pipelayer.....	\$ 11.42 **	1.95
OPERATOR: Backhoe/Excavator.....	\$ 12.43 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 9.58 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 10.10 **	0.00
PLASTERER.....	\$ 15.90 **	0.00
PLUMBER.....	\$ 10.48 **	2.06
ROOFER: Built Up, Composition, Hot Tar and Single Ply.....	\$ 12.00 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 11.72 **	2.19
TRUCK DRIVER, Includes Dump and 10 Yard Haul Away.....	\$ 8.00 **	0.15

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

**Exhibit L**  
**Wage Decision**

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

## Exhibit L Wage Decision

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

### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

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

**Exhibit L**  
**Wage Decision**

be:

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

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

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

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

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

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

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

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

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