

INSTR # 2025124980
BK 13564 Pgs 1172-1179 PG(s)8
RECORDED 05/29/2025 09:09:26 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
MTG DOC \$637.00
RECORDING FEES \$69.50
RECORDED BY shawjame

This Document Prepared By:
Helen R. Sorhaindo
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage") is given this 20th day of may, 2025. The Mortgagor(s) **Betty S. Frey, a single woman, whose mailing address is 2348 W. Patterson Street, Lakeland, FL 33815**, the ("Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principle sum of **One Hundred Eighty-Two Thousand and No/100 Dollars (\$182,000.00)**. This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, this Mortgage, and any other loan agreement or instruments securing the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **2348 W. Patterson Street, Lakeland, FL 33815**, and more particularly described as:

Legal Description:

THE WEST 1/2 OF THE WEST 200 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF LOT 29 IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST OF WEST END FARMS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3A, PAGE 32, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT ANY PART OF CAPTIONED PROPERTY WHICH MIGHT LIE WITHIN THE FOLLOWING:

BEGIN AT THE NW CORNER OF LOT 29, OF WEST END FARMS LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST, AS PER PLAT RECORDED IN PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 32, THENCE RUN SOUTH 165 FOR POINT OF BEGINNING, THENCE EAST 200 FEET, THENCE SOUTH 60 FEET, THENCE WEST 200 FEET, THENCE NORTH 60 FEET TO THE POINT OF BEGINNING.

- A. All improvements now or hereafter erected on the Property; and
 - B. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures, and fixtures attached to the Property, now and hereafter; and
 - C. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.
2. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage, and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
3. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;
- A. perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and
 - B. shall duly pay all taxes and all insurance premiums reasonable required, and
 - C. keep the buildings on the premises in good repair and preservation, and
 - D. pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and
 - E. fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement which Owner enters into with Lender.

II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:
- A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or
 - B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or
 - C. the Property is sold or otherwise transferred without Lender's written approval, or
 - D. if the dwelling ceases to be the full-time residence of the Owner while the Mortgage remains a lien thereon without Lender's written approval, or

- E. Owner refinances the property without prior consent from the Lender, or
 - F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.
2. Acceleration; Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any.

The Owner has the right to reject the Alternative Note by paying the principal amount of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder on under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

1. No Waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.
2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.
3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.

4. Modification of Agreement. All modification to this Mortgage must be in writing and signed by both Owner(s) and Lender.
5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.
6. Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Jennifer Morris
Witness

Betty S. Frey
Betty S. Frey

JENNIFER MORRIS

Print Name of Witness

Witness Address:

Housing & Neighborhood Development

1290 Golfview Avenue

P.O. Box 9005 Drawer HS04

Bartow, FL 33831-9005

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 2025 by Betty S. Frey, who ☐ is personally known to me or ☒ has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Helen R. Sorhaindo
Notary Public
Print Name HELEN R. SORHAINDO
My Commission Expires: 04/26/2026

This Document Prepared by:
Helen R. Sorhaindo
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
REHABILITATION/REPLACEMENT
DEFERRED MORTGAGE AND SECURITY AGREEMENT
MORTGAGE NOTE**

NAME: Betty S. Frey
ADDRESS: 2348 W. Patterson Street, Lakeland, FL 33815
CASE NUMBER: RC24-SHIP-003
LOAN AMOUNT: \$182,000.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantors are **Betty S. Frey**, whose mailing address is **2348 W. Patterson Street, Lakeland, FL 33815**. For value, the Owner promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Eighty-Two Thousand and No/100 Dollars (\$182,000.00)**, payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** the date of recording the Deferred Mortgage and Security Agreement as referenced in the SHIP Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.
2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at once due and collectible without notice, time being of the essence,

and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not

constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Jennifer Morris
Witness

Owner(s):

Betty S. Frey
Betty S. Frey

JENNIFER MORRIS

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 2025 by Betty S. Frey, who ☐ is personally known to me or ☒ has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Helen R. Sorhaindo
Notary Public
Print Name HELEN R. SORHAINDO
My Commission Expires: 04/26/2026

CASE #: RC24-SHIP-003

REHABILITATION / RECONSTRUCTION WORK CONTRACT

THIS CONTRACT, entered into this 20 day of May, 2025, between (indicate full name of each owner of the property to be repaired and rehabilitated together with the name of the spouse of every owner even if the spouse is a non-owner) Betty S. Frey and N/A (Hereinafter "Owner") and Gordon Moore & Associates LLC (Hereinafter "Contractor") at project address 2348 W. Patterson Street, Lakeland, FL 33815 as listed in the attached Bid Package.

**MANDATORY WARNING FOR DIRECT CONTRACTS
RELATED TO RESIDENTIAL CONTRACTS**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 - 713.37 FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUB CONTRACTORS, SUB-CONTRACTOR, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

WITNESSETH

In consideration of the mutual covenants and provisions herein, and for other valuable consideration, said Owner(s) and Contractor agree as follows:

A. Work to be performed by Contractor

1. The Contractor shall act in compliance with and perform such work as detailed and specified in those documents which are hereto attached and marked "BID PACKAGE" (Bid Number N/A), and the "Instructions to Bidder Manual" previously received and signed for by the contractor, the same being incorporated as part of this Contract by reference.
2. The Contractor will furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all the work detailed in Paragraph A-1 of this Contract in an efficient and workmanlike manner.
3. On behalf of the Owner(s) the County may, at any time or from time to time, order additions, elections or revisions in the work to be performed by the Contractor pursuant to the provisions of this Contract through the use of "Change Orders" signed by the Owner(s), the Contractor, and the County (in concurrence). If any proposed Change Order will cause an increase or decrease in the Contract Price or an extension or shortening of the Contractor's time for completion of the work, an equitable adjustment to the Contract Price and to the Contractor's time for completion will be made and indicated upon the signed Change Order. Additional work performed by the Contractor without the authorization of a signed Change Order will result in the Contractor being not entitled to an increase in the contract price or to an extension of time for completion of the work. Upon receipt of a signed Change Order, the Contractor shall proceed with the work involved. All work shall be executed in accordance with the applicable terms and provisions of the aforementioned "Bid Package."
4. At all times during the work progress, the Contractor will keep on the work site a competent resident supervisor. The Contractor will give, by written notice to the Polk County Housing and Community Development, Housing Section, the name and address of said supervisor within ten (10) days of work

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commencement. Said supervisor shall not be replaced by the Contractor without prior written notice to the County except under extraordinary circumstances. The supervisor will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the supervisor will be as binding upon the Contractor as if the same were given to the Contractor.

5. The Contractor will adhere to and otherwise comply with the mandates and provisions of the Section 3 of the Housing and Urban Development Act of 1968.
 - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
 - e. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
 - f. Noncompliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

B. Mailing Addresses for Giving Written Notices and Other Written Communications

Whenever the parties to this Contract or the County desire to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed

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to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Paragraph B. The following mailing addresses are to be used by the parties to this Contract and the County for the purpose of giving written notices and any other written communications relating to this Contract:

1. Mailing Address of Owner(s): Betty S. Frey N/A
2348 W. Patterson Street, Lakeland, FL 33815
2. Mailing Address of Contractor: Gordon Moore & Associates LLC
4324 Melbrooke Ct. Lakeland, FL, 33811
3. County: **Housing & Neighborhood Development Office, Drawer HS04,
P.O. Box 9005, Bartow, Florida 33831-9005**

C. The Contract Price

Subject to the "dollar for dollar" adjustment provisions as stated in Paragraph S of this Contract, the County will pay for the Contractor's complete and proper performance pursuant to the provisions of this contract, the total net bid amount of (see bid proposal):

One Hundred Eighty Two Thousand Dollars and Zero Cents \$ 182,000.00

Before making or authorizing such payment, the County shall require the Contractor to furnish releases of liens from any and all subcontractors performing work and supplying materials or services to the Contractor pursuant to the subject matter of this Contract.

D. Subcontracting by Contractor

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, said work shall be deemed as performed by the Contractor. The Contractor will give prior written notice to the County and Owner (notice to be in compliance with Paragraph B of this Contract) and furnish the names and addresses of all subcontractors within ten (10) days of the execution of any subcontract. The Contractor will bind all of its subcontractors to the terms and conditions of this Contract, but this shall not relieve the Contractor from full responsibility for the Contractor's proper completion of all work to be executed in strict accord with the provisions of this contract; nor shall the Contractor be released from this responsibility as a result of any sub contractual agreement made by the Contractor with others. The Contractor shall not employ any subcontractor to whom the Owner or County may have a reasonable objection, including without limitation, a subcontractor which is not properly insured, or which may be debarred from bidding or performing services to Federal, State, or local programs.

E. Contractor's Compliance with Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable laws, ordinances, and codes of the State of Florida and the County, and shall, at Contractor's own expense, secure and pay the fees and charges for all permits and licenses required for the performance of the contract work required by the provisions of this Contract.

F. Contractor's Liability for Damages and Financial Responsibility for Protection of Work

The Contractor shall be liable and responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work required by the provisions of this Contract, and the Contractor shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the County.

G. Public Liability Insurance

The Contractor will not commence work under this Contract until he/she/it has obtained all the insurance required by the County's Building Division in order that they can pull permits. The Contractor will procure and maintain during the life of the Contract(s), Workers' Compensation, Employers Liability, General Liability, and Automobile Liability in the amounts specified by the County's Risk Management Office.

H. Worker's Compensation

During its performance pursuant to the provisions of this Contract, the Contractor will subscribe to and comply with the Worker's Compensation laws of the State of Florida and pay such premiums as may be required by state law, and the Contractor will save the County and the Owner(s) harmless from any and all types of liability contemplated by said laws. The Contractor will furnish the county (at the time of the signing of this Contract and at such times as may otherwise be requested) with a copy of the official certificate or receipt showing the premium payment referred to above.

I. Contractor's Duty to Prevent Accidents

1. The Contractor will exercise proper precaution at all times for the protection of persons and property, and shall be responsible for all damages to persons or property, either on or off the work (project) site, which occur as result of the Contractor's prosecution of the work. The safety provisions of applicable laws and building and construction codes will be observed by the Contractor and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the Federal Occupational Safety and Health Act (OSHA) and more stringent state laws and local ordinances.
2. The Contractor will maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of work related to the Contractor. The Contractor shall promptly give notice to and furnish the County (pursuant to Paragraph B of this Contract) with reports concerning these matters, by 1st class mail, or certified mail.

J. Contractor's Indemnity Obligation to County and Owner

The Contractor shall indemnify and save harmless the County, its agents and employees, and the Owner(s) from liability for any injury or damages to persons or property resulting from the Contractor's prosecution of work pursuant to the provisions of this Contract.

K. Maintenance of Premises

The Contractor will keep the work premises of the Owner(s) (see the aforementioned attached "Bid Package" for location of premises) clean and orderly during the course of the work and remove all debris at the completion of said work. Materials, equipment, and supplies placed on site by the Contractor or his agents will be the responsibility of the Contractor. Any and all expenses incurred by reason of theft and damage will be borne by the Contractor.

L. Contractor's Guarantee of Work

All work performed by the Contractor pursuant to the provisions of this contract is hereby guaranteed by the Contractor to be free of defective workmanship, as per General Conditions and Specifications. Said guarantee shall be in force and effect for the period of twelve (12) months from the date of final acceptance

CASE #: RC24-SHIP-003

by the County for all work performed by the Contractor pursuant to the provisions of this Contract. The Contractor's obligation to perform the work and complete the project pursuant to the provisions of this Contract is absolute. Neither approval of any progress or final payment by the County nor any payment by the County to the Contractor, nor any act of acceptance by the County, nor any failure to do so, nor any correction of defective work by the County, shall constitute an acceptance of work not in accordance with the provisions of this Contract. The Contractor will, prior to payment for the Contractor's performance pursuant to the provisions of this Contract, provide the County with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished during the course of said performance, whereby said guarantees and warranties will be thereafter delivered by the County to the Owner(s).

M. Use of Owner's Utilities

REHABILITATION PROJECTS At the Owner's expense, and with the Owner's permission the Contractor may use and otherwise consume the necessary utilities (such as light, heat, power and water) found upon the work premises of the Owner(s); provided such use and consumption are directly related to the Contractor's performance pursuant to the provisions of this Contract.

✓ **REPLACEMENT PROJECT** .Owner to request all power to be disconnected and terminated at the power pole. Contractor is to re-connect all utility services to the new dwelling, to include but not limited to; water, sewer/septic, and electric. The Contractor is responsible for all utility disconnection and connection fees and shall include the same within his/her proposal. Contractor is responsible for costs of electric, water, and sewer/septic during construction.

N. Owner's Cooperation with Contractor

During the Contractor's performance pursuant to the provisions of this Contract, the Owner(s) will cooperate with the Contractor to facilitate the performance of the work. The owner acknowledges that they have **ten calendar days** to move out of the property and that includes **removing and re-installation of all furniture, personal belongings, food, etc.** The Owner(s) will permit the Contractor the necessary right of complete and total access and free movement within and upon the work premises of the Owner(s). Owner acknowledges that any items left within areas covered by the scope of work after the move out period and not SPECIFICALLY noted in the scope of work to remain are to be considered as debris and may be disposed of at the contractors discretion.

O. Contractor's Duty to Comply with "Anti-Kickback Act"

The Contract will comply with all applicable regulations of the U. S. Secretary of Labor of the United States Department of Labor relating to the "Anti-Kickback Act" of June 13, 1934 (48 stat. 948; 62 stat. 862; and 18 U.S.C. § 874), and any amendments or modifications thereof. Also, the Contractor will cause appropriate provisions to be inserted in subcontracts and will insure compliance therewith by all subcontractors subject thereto, and said Contractor will be responsible for the submission of statement required of subcontractors hereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

P. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be void in the event the conditions stated in Florida Statutes, Section 287.133, relating to a conviction for a public entity crime apply to the Contractor.

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Q. Equal Employment Opportunity (Executive Order 11246). Statement of Assurance

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 insure that applicants are employed (and employees are treated equally 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). If at all possible, the Contractor shall use personnel and/or subcontractors from the service/target area.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will cause the foregoing provisions (Paragraph Q-1 and Q-2) to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the said foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1974 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1974 when Federal grant(s) is/are involved together with other applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

R. Right of Inspection by County

The County shall have the right to inspect the work done pursuant to the provisions of this Contract at all times (including the time of completion).

S. Contractor's Time for Completion

The work which the Contractor is required to perform pursuant to this Contract shall be commenced by the Contractor within **ten (10) days** after the issuance by the Owner(s) of a Notice to Proceed. Said work shall be fully completed within **180 consecutive** days following such commencement. Time is of the essence for the completion of said work after the issuance of the aforesaid "Notice to Proceed". In the event the Contractor fails to satisfactorily complete all work within the completion time set forth above, the sum of **\$50.00** a day shall be deducted from the contract price by the Owner(s) as liquidated damages for each calendar day elapsing beyond specified amount to compensate for the hardship and expense caused by this delay, unless a written authorization for extension of time has been obtained by the Owner(s) and Polk County Housing Section. In the event such failure directly causes the incurring of additional housing relocation expenses to Polk County as may be incurred where the "Owner(s)" (including **1** family members) has been temporarily relocated during the course of the Contractor's performance pursuant to this Contract, Polk County has the authority to adjust (dollar for dollar) its otherwise agreed upon payment (See Paragraph C of this Contract) to the Contractor. The provisions of the preceding sentence are to be construed as an "additional remedy" and not as a limiting remedy, limiting course of action, or limitation of rights otherwise available to Polk County as a result of the inappropriate or non-performance of the Contractor as required pursuant to the provisions of this Contract.

T. County's Right to Terminate or Abandon the Work (Project)

1. If the Contractor is adjudged as bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if it repeatedly fails to make prompt payment to subcontractors or for labor, materials or equipment, or it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the County's housing official, agent or employee, or it otherwise violates any provisions of this Contract, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice (notice to the Contractor being in compliance with Paragraph C of this Contract), terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the said work by whatever method the County may deem expedient. In such cases the Contractor shall not be entitled to receive any payment under the provisions of this Contract until said work is finished. If the unpaid balance otherwise due the Contractor of the contract price exceeds the direct and indirect costs borne by the County in completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the County. Such costs incurred by the County will be determined by the County and incorporated in a Change Order or other applicable document.
2. Where the Contractor's services have been terminated by the County pursuant to the provisions of Paragraph T-1 above, said termination shall not affect any right of the Owner(s) against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.
3. Upon the delivery of written notice to the Contractor (pursuant to Paragraph B of this Contract), the County may without cause or penalty whatsoever and without prejudice to any other right or remedy, elect to abandon the project and immediately terminate this Contract. In such case, unless in dispute, the Contractor shall be paid for all work executed and expenses incurred through the termination date contained within the written notice.

U. Accessibility of Records

Polk County, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audit, examination, excerpts, and transcriptions. The Contractor is required to maintain all required records for three (3) years after Polk County has made final payments and all pending matters are closed.

V. Right to Suspend or Debar.

Contractor acknowledges that Polk County Housing and Neighborhood Development Office (HND) has the right to suspend, debar, and/or keep contractors from bidding on additional jobs for periods of time to be determined by HND for reasons to include:

1. Non-performance of work items.
2. Work not being performed in a timely manner.
3. Non-compliance with contractual obligations.
4. Exceptional number of homeowner complaints.
5. Non-payment to subcontractors, material or equipment suppliers.
6. Poor workmanship which is documented by County.

[Signature appear on the following page]

CASE #: RC24-SHIP-003

IN WITNESS WHEREOF, the Owner(s) and Contractor have executed this Contract as of the day and year first written.

OWNER:

Betty S. Frey

OWNER:

N/A

ATTEST:

Witness

JENNIFER MORRIS

Print Name of Witness

Witness Address: Housing & Neighborhood Development

1290 Golfview Avenue P.O. Box 9005

Drawer HS04 Bartow, FL 33831-9005

Print Name of Witness

Witness Address: Housing & Neighborhood Development

1290 Golfview Avenue P.O. Box 9005

Drawer HS04 Bartow, FL 33831-9005

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means ☒ physical presence or _____ online notarization this 20 day of May, 2025. By Betty S. Frey who is personally know to me

or has produced FLDL as identification.
(AFFIX NOTARY SEAL)



Notary Public

Print Name HELEN R. SORHAINDO

My Commission Expires 04/26/2026

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means _____ physical presence or _____ online notarization this 20 day of May, 2025. By N/A who is personally know to me

or has produced _____ as identification.
(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

CONTRACTOR:

Gordon Moore

President

Gordon Moore & Associates LLC

Witness

JENNIFER MORRIS

Print Name of Witness

Witness Address: Housing & Neighborhood Development

1290 Golfview Avenue P.O. Box 9005

Drawer HS04 Bartow, FL 33831-9005

Print Name of Witness

Witness Address: Housing & Neighborhood Development

1290 Golfview Avenue P.O. Box 9005

Drawer HS04 Bartow, FL 33831-9005

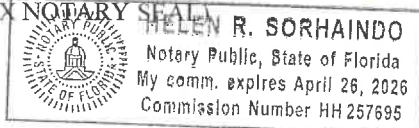
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means ☒ physical presence or _____ online notarization this 20 day of May, 2025. By Gordon Moore as President (title of officer), of

Gordon Moore & Associates LLC (entity name), on behalf of the company, _____ who is personally know to me or ☒ has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Notary Public

Print Name HELEN R. SORHAINDO

My Commission Expires 04/26/2026

22) CHANGE ORDERS AND CONTRACT TIME EXTENSIONS

- a) No change orders or time extensions will be considered without proper back-up documentation.
- b) This includes, but is not limited to, invoices from suppliers or subcontractors indicating additional expenses to be incurred, estimated material and labor cost breakdown and an explanation as to why this change occurred or was not anticipated after thorough examination of the building site and all the bid documents.

*****Change work orders MUST HAVE HND approval in writing prior to any changes.*****

23) LEGAL NOTICES AND REQUIRED POSTINGS:

- a) **REQUIRED:** The following posters, notices, and other items are required to be posted and maintained by the Contractor in one area on the job site in plain view:
 - i. Equal Employment Opportunity Poster
 - ii. Notice of Commencement
 - iii. Copy of the Technical Specifications and Plans (Drawings) (if any)
 - iv. Primary Contractor (address and phone numbers)
 - v. Permits
 - vi. Key (in secure location) to jobsite for inspector access
 - b. **RECOMMENDED:**
 - i. **NO TRESSPASSING SIGNS** as per FL STATUTE 810.09 posted on jobsite
- NOTE: Polk County will not be responsible for any thefts or damage incurred on the projects.

The undersigned Contractor hereby represents that he/she/they have/ has carefully examined the documents as supplied by HND within the complete bid package and will execute the Contract and perform all of its work, covenants, specifications and standards.

Gordon Moore & Assoc.
Name of Bidder, Corp., Firm or Individual

3/14/2025
Date

[Signature]
Contractor's Signature & Title

4324 Melbrooke Ct Lakeland FL 33811
Business Address

86-3222623
F.E.I.N. or S.S.#

863-1214-4140
Phone Number

**1344/1425/CEDAR FLOORPLANS
PROJECT SCOPE OF WORK AND SPECIFICATIONS**

CASE #: RC24-SHIP-003

Owner: Betty S. Frey

PRE-POWER: Contractor must have electricity permanently connected to the home following a pre-power inspection by the local building division prior to scheduling a punch list inspection with HND.

WELL SYSTEM: Not Applicable

INCLUDE Decommission of existing well in bids. Contractor shall provide the following to HND:

- **Standard Well Systems:** Well Completion Report on new well and De-commission Report of existing well. Base all bids on a new well drilled to a 250' foot depth and a cost analysis per lineal foot beyond 250' feet. Provide copy of water sample analysis report to HND.
- **Delineated Well (EDB) Systems:** Well Completion Report on new well & De-commission Report of existing well. Water Sample Analysis Report. Base all bids on a new well drilled to a 350' foot depth and a cost analysis per lineal foot beyond 350' feet. Provide copy of water sample analysis report to HND.
- Regarding State of Florida issued refunds on Delineated Wells, submit a copy of the paperwork and well cost reports to the Homeowner and HND. **NOTE:** ANY AVAILABLE LEGISLATIVE REFUND ON AN EDB WELL SHALL REMIT BACK TO THE HOMEOWNER.

SEPTIC TANK SYSTEM - REQUIRED PERMIT #: **TBD. See Notes.**

Reference permit included in bid package. Contractor shall meet all requirements of the Health Department to include but not limited to pumping, crushing and filling existing tanks & drain field. All areas disturbed during installation shall be graded and sodded with Bahia grass. Additional expenses for installation of sod for septic systems shall be included in bid submittals.

Additional Sod Allowance: 2000 sq ft

FIRE EXTINGUISHERS: Supply and install one (1) 2.5lb residential class fire extinguisher mounted under kitchen sink. 2-A:10- B:C rated. Homeowner quality and does not require certification.

FINAL CLEAN: The Contractor shall clean the house and site prior to the punch list inspection. All flooring, doors, windows, cabinets, wood trim, plumbing fixtures, electrical fixtures, walkways, driveways, porches, etc. shall be cleaned and ready for occupancy. Extra paint cans/buckets shall be neatly stacked in laundry for homeowners use. Yards shall be free of all nails and debris, construction equipment, and left-over building materials.

CERTIFICATE OF OCCUPANCY (C/O): Contractor shall furnish HND a copy of the C/O prior to owner occupancy and submitting a final draw request.

WARRANTY: Contractor shall provide at minimum 1 year warranty and provide HND and the client with a warranty certificate. Contractor shall also provide supplemental manufacturer warranty documentation for items such as, but not limited to roofing materials, HVAC, appliances, water heater, etc. All warranty documentation shall be provided to rehab specialist at time of final punch.

RELEASE OF LIENS: Contractor to supply partial and full release of liens throughout the construction process as stated in the draw schedule. Missing or incomplete liens will delay payment.

I acknowledge that I have read and understand the above specifications. I have included all specifications and plan requirements as noted in Bid Documents in the attached bid.

Signature

Date

Printed Name

Company Name

**1344/1425/CEDAR FLOORPLANS
PROJECT SCOPE OF WORK AND SPECIFICATIONS**

CASE #: RC24-SHIP-003

Owner: Betty S. Frey

PROJECT SPECIFIC NOTES

1. Original mobile home burned down. Include completely clearing the lot of all debris in bid proposals.
2. Due to limitations caused by the lot conditions, a pump-out of the existing septic system was unable to be done. The contractor will be responsible for informing myself once the lot is clear so that I can schedule a pump-out, and ultimately, a septic permit.
3. FFE 12" Above the crown of road. Finished floor elevation may require field adjustment. Please contact HND to coordinate a site visit at footer stage.
4. Remove/trim trees according to the existing site drawing. Include Removal of stumps.
5. Install new driveway/parking pad according to proposed site drawing.
6. This project is not in a flood zone pursuant to GIS viewer.
7. Reminder to Polk County Housing and Neighborhood Development Affordable Housing (low-income) on the permit application. HND will supply contractor with the client's application approval at award of bid.
8. Property has no power. Contractor will need to have a T-pole on site. Contact Lakeland Electric for service.
9. Include installation of a new perimeter fence with gate in bid proposals.

I acknowledge that I have read and understand the above project specific notes and specifications. I have included all project specific notes, specifications and plan requirements as noted in Bid Documents in the attached bid.

Signature

Date

Printed Name

Company Name

Case# RC24-SHIP-003

Owner: Betty S. Frey

LEAD-BASE PAINT HAZARDS

ALL CONTRACTORS BIDDING OR WORKING ON PROJECTS OF POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT PROJECTS BUILT ON OR BEFORE DECEMBER 31, 1977. MUST BE IN FULL COMPLIANCE WITH ALL REQUIREMENTS OF THE:

- U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
- U.S. HOUSING AND URBAN DEVELOPMENT (HUD)
- U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

THE RULE IS EFFECTIVE APRIL 22, 2010:

- TRAINING PROVIDERS MUST BE ACCREDITED
- RENOVATION FIRMS MUST BE CERTIFIED
- RENOVATORS AND DUST SAMPLING TECHNICIANS MUST BE TRAINED AND CERTIFIED
- NON-CERTIFIED WORKERS MUST WORK UNDER AND BE TRAINED ON-THE-JOB BY A CERTIFIED RENOVATOR
- WORK PRACTICES MUST BE FOLLOWED FOR WORK COVERED BY THE RULE
- RENOVATORS MUST EDUCATE OWNERS/OCCUPANTS.

YOUR FIRM MUST BE CERTIFIED TO ADDRESS LEAD-BASED PAINT HAZARDS CREATED BY RENOVATION, REPAIR AND PAINTING ACTIVITIES THAT DISTURB LEAD-BASED PAINT. A COPY OF YOUR CERTIFICATION MUST BE ON FILE IN THIS OFFICE

Gordon Moore & Assoc.

Name of Bidder, Corp., Firm or Individual

3/14/2025
DATE

Mark A. Moore Owner

Contractor's Signature & Title

4324 Melbrooke Ct Lakeland FL 33811

Business Address

86-3222623

F.E.I.N. or S.S.#

863-614-4140

Phone Number

THIS NOTICE MUST BE SIGNED BY CONTRACTOR/ BIDDER AND SUBMITTED WITH BID

Polk County Board of County Commissioners
Housing and Neighborhood Development Division
CONSTRUCTION OFFICE
1290 GOLFVIEW AVENUE, SUITE 135
BARTOW, FL. 33830

Contractor Verification

As a bidding vendor, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid.

Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed debarment, declared ineligible, or voluntarily excluded for participation in this transaction by any federal department or agency.


Contractor's Signature & Title

Gordon Moore & Assoc.
Name of Bidder, Corp., Firm or Individual

4324 McElbrooke Ct Lakeland
FL 33811
Business Address

3/14/2025
Date

86-3222623
F.E.I.N. or S.S.#

863-614-4140
Phone Number

THIS NOTICE MUST BE SIGNED BY CONTRACTOR/ BIDDER AND SUBMITTED WITH BID

Polk County Board of County Commissioners
Housing and Neighborhood Development Division
CONSTRUCTION OFFICE
1290 GOLFVIEW AVENUE, PO Box 9005 Drawer HS04
BARTOW, FL. 33831

BID PROPOSAL

POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT HOUSING REPLACEMENT PROGRAMS

This BID PROPOSAL made this 14th day of March, 20 25 byGordon Moore & Associates. Hereinafter referred to as "Contractor",To Betty S. Frey Hereinafter referred to as "Owner", atproject site address: 2348 W. Patterson Street, Lakeland, FL 33815 Phone: 863-800-2149

WITNESS TO:

- 1) Contractor hereby offers to furnish all labor, supervision, materials, tools, equipment and perform all work necessary for the construction or rehabilitation at the above-described project address, all as required by and in strict accordance with the Contract Documents, Schedules, Drawings, Specifications, and with all addenda.

Bid Amount LEGIBLY written out and numerical -

\$ One hundred eighty-two thousand 00/100 (\$182,000.00)IF APPLICABLE: WELL COST ANALYSIS PER LINEAL FOOT BEYOND SPECIFIED DEPTH \$ N/A Per lineal foot.

- 2) Contractor agrees that this bid proposal shall remain open for acceptance by the Owner for a period of thirty (30) days from the date of public bid opening.
- 3) HND shall issue to the Contractor a written Notice to Proceed based upon long lead item material deliveries. Upon issuance of the written Notice to Proceed, Contractor agrees to commence work within ten (10) calendar days and will satisfactorily complete all work within one hundred-eighty (180) calendar days on replacement projects.
- 4) Before commencing work, the Contractor and each of his subcontractors shall furnish HND Rehabilitation Unit with evidence showing that the following insurance is in force and will cover all operations under the Contract:
- a) Contractor will not commence work under this Contract until he/she/it has obtained all the insurance as required by the attached Insurance Requirements document. The Contractor will procure and maintain during the life of the Contract(s), Workers' Compensation, Employers Liability, General Liability, and Automobile Liability in the amounts specified by the County's Risk Management Office.

Case# RC24-SHIP-003

Owner: Betty S. Frey

BID PROPOSAL

POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT HOUSING REPLACEMENT PROGRAMS

- 5) The undersigned Contractor hereby represents that he/she/they have/ has visited and examined the work site, and has carefully examined the documents as supplied by HND within the complete bid! package and will execute the Contract and perform all of its work, covenants, specifications and! standards! By signing this bid proposal, the undersigned affirms that said bid proposal is made! without any understanding, agreement, or connection with any other person, firm, or corporation! providing a bid proposal for the same purpose and that this bid proposal, is in all respects, fair and! without collusion or fraud. The undersigned understands that this bid proposal must be signed in! blue ink and that an unsigned bid proposal will be considered incomplete and subject to rejection! by Polk County.

Gordon Moore & Assoc.

Name of Bidder, Corp., Firm or Individual

3/14/2025

Date

[Signature] Owner

Contractor's Signature & Title

4324 Melbrooke Ct Lakeland FL 33811

Business Address

80-3922623

F.E.I.N. or S.S.#

863-1214-4140

Phone Number

SUBMIT BIDS TO:

Polk County Board of County Commissioners
Housing and Neighborhood Development
Division: CONSTRUCTION OFFICE
1290 GOLFVIEW AVENUE, **PO Box** 9005 Drawer HS04
BARTOW, FL. 33831

OWNER BID ACCEPTANCE

Betty S. Frey

Homeowner's Signature

4/1/2025

Date

Homeowner's Signature

[Signature]

County-Authorized Representative

County-Authorized Representative

The undersigned acknowledges and agrees that:

1. Contractor agrees to comply with HND Policy & Procedures, Bidder Manual, and Contractual Agreement between the Homeowner and the Contractor;
2. Contractor agrees to comply with local, state, and federal regulations to include, but not limited to: Polk County Ordinances, Florida Statutes, Florida Department of State, Workers Compensation Insurance and or Exemptions, OSHA, and Insurance requirements;
3. Contractor agrees to not begin work on a job site until the Contract Documents have been signed and the Notice to Proceed has been issued by HND;
4. Contractor agrees construction must begin within 5 days of the Notice to Proceed;
5. Contractor will not commence work under this Contract until he/she has obtained all the insurance and licensing required by the County's Building Division, and pursuant to local, state, federal regulations;
6. Contractor must satisfactorily complete all work within the specified contract timeline after the issuance of the Notice to Proceed;
7. Contractor agrees no Subcontractor will be allowed to perform any work on the project unless they are specifically named on the Subcontractors List provided by the Contractor to HND. Any changes in sub-contractors shall be provided in writing to HND within 48 hours of such change to include, but not limited to, licensing & insurance;
8. Contractor will be responsible for all damages to person or property that occur as a result of his/her fault or negligence in connection with the execution of the work;
9. Contractor is aware all materials and workmanship will be subject to inspection, examination, or test by HND at any and all times during manufacture or construction and any and all places where such manufacture or construction is carried on;
10. Contractor is aware if HND deems it not expedient to require the Contractor to correct work not done in accordance with the Contract documents, an equitable deduction from the Contract price will apply;
11. Contractor is aware HND has the right to suspend, deter or ban the Contractor from bidding on other contracts as a result of such termination, abandonment or other reasons to include, but not limited to:
 - a. Engaging in unlicensed or fraudulent activity;
 - b. Excessive Owner Complaints;
 - c. Producing sub-standard work below professional recognized standards;
 - d. Recurring delays in completion of jobs; and
 - e. Numerous withdrawals of bids.

Signature

Printed

Title

Date

Witness Signature

Witness Printed Name

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of March, 2025, by Gordon Moore as Owner (title of officer) of GMA (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

DOAN LEIGH MOORE
Notary Public
State of Florida
Comm# HH325420
Expires 10/24/2026

Notary Public

Print Name

My Commission Expires

Received by HND staff and date

Updated

PLAN ACKNOWLEDGEMENT

NAME: Betty S. Frey

ADDRESS: 2348 W. Patterson Street. Lakeland, FL 33815

CASE #: RC24-SHIP-003

DATE: 11/20/2024

I HAVE ACCEPTED PLAN 3/2 NO: 1425 LH

I UNDERSTAND THAT I HAVE ACCEPTED THE ABOVE HOUSE PLAN AND THAT THERE CAN BE NO CHANGES TO THE PLANS AND SPECIFICATIONS.

IF I DESIRE TO MAKE ANY CHANGES, THEY CANNOT TAKE PLACE UNTIL THE PROJECT IS FINALLED OUT BY THE HOUSING AND NEIGHBORHOOD DEVELOPMENT DIVISION AND THAT SUCH CHANGES WOULD HAVE TO BE DONE AT MY SOLE EXPENSE.

I AUTHORIZE THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS HOUSING AND NEIGHBORHOOD DEVELOPMENT DIVISION TO USE IMAGES OF MY RESIDENCE (OLD AND NEW) FOR PUBLIC PRESENTATIONS OF VARIOUS TYPES. MY NAME AND ADDRESS WILL NOT BE DISCLOSED.

Betty Frey

11/20/2024
DATE

DATE

[Signature]

WITNESS

11/20/2024
DATE

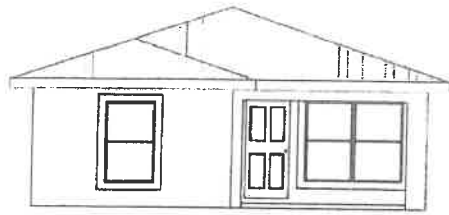
WITNESS

DATE

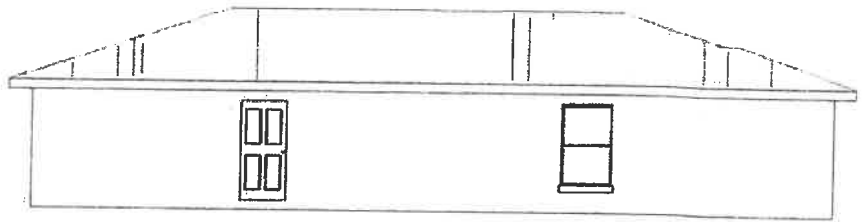
POLK COUNTY HND 3 BEDROOM 2 BATHROOM FLOORPLAN #1425 RH

CLIENT: Betty S. Frey

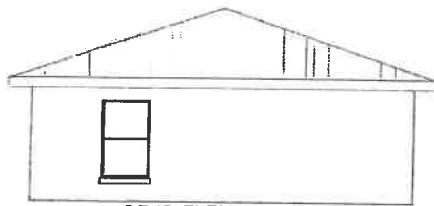
SITE ADDRESS: _____



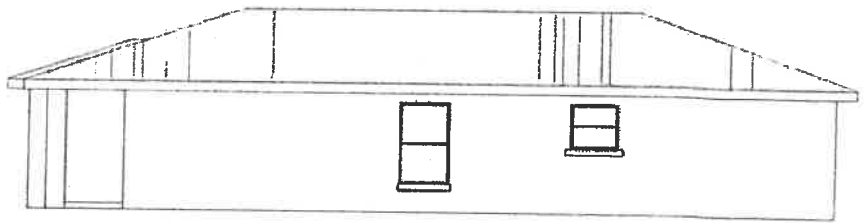
FRONT ELEVATION



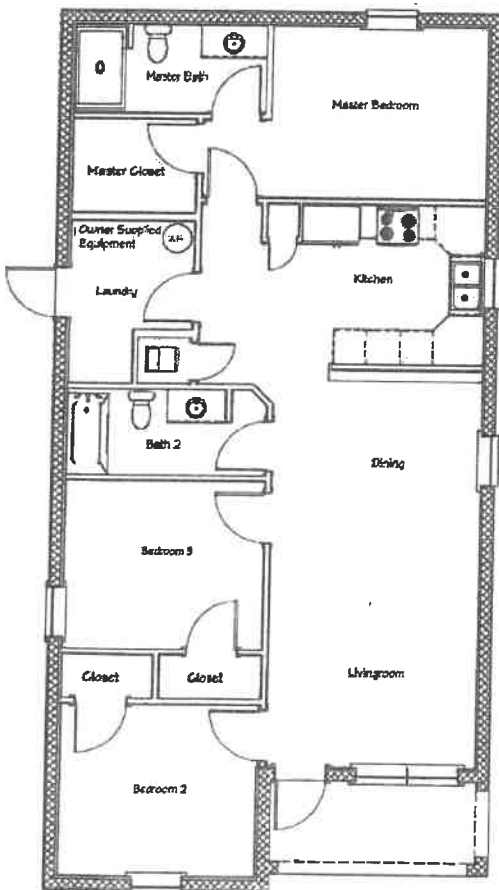
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



1425 SQ'
RIGHTHAND

APPROVED BY: Betty Frey

APPROVED BY: _____

DATE: 11-20-2024

DATE: _____

☐ OOR MINOR ☐ MAJOR ☒ REPLACEMENT ☐ DISASTER FUNDS ☐ EMERGENCY REPAIR

ORIGINAL BOCC APPROVAL DATE: _____

REVISÉD 1/08/2025