

MANATEE COUNTY GOVERNMENT

INVITATION FOR BIDS (IFB) #09-4057CD

CDBG- LINCOLN PARK PARKING LOT

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County" or "Owner") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held **Wednesday, January 20, 2010 at 9:00 AM**, at the **Lincoln Park Complex, 1701 17th Street East, Palmetto, Florida 34221**. THE INFORMATION CONFERENCE IS **NOT** A MANDATORY MEETING; HOWEVER, ATTENDANCE IS STRONGLY ENCOURAGED. **Note Article B.02 – inspection of the site is a requirement to be considered for award of this contract.**

DEADLINE FOR CLARIFICATION: **Wednesday, January 27, 2010**

TIME AND DATE DUE: **Thursday, February 4, 2010 at 3:00 PM**

TABLE OF CONTENTS

00010 Information to Bidders	Pages 00010 - 1-7
00020 Basis of Award / CDBG Requirements	Pages 00020 - 1-20
00030 Terms and Conditions	Pages 00030 - 1-7
00100 Scope of Work	Pages 00100 - 1-9
00200 Manatee County Local Preference Law and Vendor Registration	Pages 00200-1-4
00300 Bid Form	Pages 00300 - 1-9
00430 Contractor's Questionnaire	Pages 00430 - 1-3
00491 Certification Forms	Pages 00491 - 1-4
Project Management Forms	10 pages
Project Drawings	2 pages

This project is funded by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), as administered through Manatee County. There are federal regulations applied to the duration of the project's lifecycle. Bidders should be prepared to comply with such requirements, as outlined in Manatee County Government Community Development Block Grant General Conditions, "Compliance With Federal Laws." Federal and State Guidelines for this procurement will apply.

Important Note: **A prohibition of Lobbying has been enacted. Please review paragraph A.24 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
CHRIS DALEY, CPPB – SENIOR BUYER
(941) 749-3048 FAX (941) 749-3034

AUTHORIZED FOR RELEASE:

SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to Manatee County Purchasing for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Purchasing. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. Telegraphic bids and/or facsimile bids will not be considered.

A.04 DEADLINE FOR CLARIFICATION REQUESTS

Wednesday, January 27, 2010 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids or the Request For Proposals to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve

A.05 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

One original and two copies of your signed bid shall be submitted in one sealed package, clearly marked on the outside "**Sealed Bid #09-4057CD – CDBG- Lincoln Park Parking Lot**" with your company name and addressed to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.08 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.09 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods and/or services set forth in the attached Contract Documents until one or more of the bids have been duly accepted by the County.

A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)1.a states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or within 10 days after the date the bids are opened, whichever is earlier.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied.

When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on mymanatee.org.

A.11 UNBALANCED BIDDING PROHIBITED

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.13 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A.14 APPLICABLE LAWS (Continued)

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.15 CODE OF ETHICS

With respect to this bid, if any Bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.16 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. any prices and or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid Contract Documents, terms, and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

A.18 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

A.20 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

A.21 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.22 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.05, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

A.23 AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid Document at least twenty-four (24) hours in advance of either activity.

A.24 LOBBYING

After the issuance of any Invitation for Bids or Request for Proposals, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

A.25 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.26 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with

A.26 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED (Continued)

the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

A.27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.28 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.29 SECTION 3 REQUIREMENTS/SUMMARY REPORT (HUD FORM 60002)

All contractors and subcontractors must attempt to provide training and employment opportunities, as prioritized below, for at least thirty percent (30%) of newly created positions required for the project:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (Category 1 residents); and
- ii. Participants in HUD Youth build Programs (Category 2 residents)
- iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located
- iv. Other Section 3 residents.

Section 3 employment opportunities must be documented on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 60002, Manatee County Government Community Development Block Grant General Conditions, Attachment D.

All efforts undertaken by each contractor/subcontractor to meet this requirement must be documented, regardless of whether those efforts result in job training or creation. Documentation must be submitted to the Manatee County Neighborhood Services Department prior to commencement of the project.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS; BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR CONTRACT DOCUMENTS WHICH VARY FROM THE INFORMATION TO BIDDERS SHALL HAVE PRECEDENCE.

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"**, or the lowest Total Bid Price for **Bid "B"**, for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bids. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

This project is being funded by a Community Development Block Grant (CDBG) with a monetary limit of \$190,000. Award is subject to availability of funding.

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

B.02 SPECIAL CONSIDERATIONS

A goal of 10% of the Total Group Price is established for disadvantaged, women, and minority business enterprises (WBE/MBE) participation in this Contract. If bidders intend to let any lower-tier subcontracts for any portion of the Work, they shall include this goal for WBE/MBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that WBE/MBEs are utilized. Affirmative steps that may be taken are:

B.02 SPECIAL CONSIDERATIONS (Continued)

- (a) Including qualified WBE/MBE on solicitation lists (Manatee County listing included in Bid Document);
- (b) Assuring WBE/MBE are solicited whenever they are potential sources;
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum WBE/MBE participation;
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by WBE/MBE; and
- (e) Using the services and assistance of the Small Business Administration or the Office of Minority Business Enterprises of the Department of Commerce.

Bidders, upon request, will be required to submit documentation of the affirmative steps they have taken to utilize WBE/MBEs in the Work. Successful Bidder will be required to submit a copy of "Letter of Intent" of WBE/MBE subcontractors with whom they will be entering into contract with.

Note: Federal requirement for contractor's award follow page 00020-3.

B.03 SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the Owner for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any vendor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

B.04 QUALIFICATIONS OF BIDDERS

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. The minimum license requirement for this project is a **Florida General Contractor's (GC)** license.

Each bidder shall be required to do a mandatory site inspection accompanied by County staff, and as a portion of their bid submit a completed Contractor's Questionnaire included as Section 00430, showing the date of their site inspection. To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as previous experience, present commitments and other such data as may be requested.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

B.05 AWARD OF CONTRACT

Award shall be made by the Purchasing Official in accordance with the Manatee County Purchasing Code of Laws, in the form of a purchase order.

Said award may be conditional on the subsequent submission of other documents as specified herein. The Successful Bidder may be in default of the contractual obligations if any of the required documents are not submitted in a timely manner and in the form required by the County. If the Successful Bidder is in default, the County, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible bidder or readvertise for bids.

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

SECTION A: COMPLIANCE WITH FEDERAL LAWS

A.01 GENERAL PROVISIONS

- a) Equal Employment Opportunity – Contractor is required to comply with EO 11246, “Equal Employment Opportunity,” as amended by 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.”; and
- b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be 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 is otherwise entitled; and
- c) Rights to Inventions Made Under a contract or agreement – Contractor is required to comply with 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 HUD; and
- d) Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) – Contractor is required to 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 other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and
- e) 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,” as set forth at 24 CFR part 24. 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; and

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

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- f) Drug-Free Workplace Requirements – The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUDs rules at 24 CFR part 24, subpart F ; and
 - g) Section 3 Requirements – The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project being awarded to business concerns that provide economic opportunities for low- and very low income persons residing in the metropolitan area in which the project is located.

A.02 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a) **Davis Bacon Act**, as amended (40 U.S.C. 267a to a-7) – **Contractor is required to comply 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. (*See Attachment A for Current Federal Wage Decision*); and
- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours 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; and
- c) 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 – Contractor is required 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.); and

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

A.03 BONDING REQUIREMENTS FOR PROJECTS OVER \$100,000

- a) A bid guarantee equivalent to five percent (5%) of the bid price is required. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument which must be submitted with the bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified; and
- b) Performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract; and
- c) A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

A.04 LABOR STANDARDS (PROJECTS OVER \$2,000)

The following Federal Labor Standards provisions are in effect and must be complied with by all contractors and Sub-Contractors. As before mentioned it is mandatory that these legislative acts are complied with. Specific reporting requirements include, but shall not be limited to the following:

- a) Federal Wage Decision for Manatee County in Florida. Per the Davis-Bacon Act, these are applicable prevailing federal wage rates for this project. There are no State prevailing wage rates. These wage rates will be compared against those posted by the U.S. Department of Labor. In the event the Federal Wage Decision has been updated, proposers will be notified in writing in accordance with the current *Federal Wage Decision (Ref. Attachment A)*; and
- b) United States Department of Labor, Payroll Form WH-347 (OMB Approval No. 1215-0149) with accompanying Statement of Compliance. Per the Davis-Bacon Act and the Copeland Act, the awarded contractor and its subcontractor’s are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature. (*See Attachment B for the current Payroll Form WH-347 with the accompanying Statement of Compliance*); and
- c) United States Department of Housing and Urban Development and the Office of Labor Relations, Record of Employee Interview, form HUD-11 (OMB Approval No 2501-0009). Employees of the Contractor and its sub-contractors will be interviewed at different intervals for public recording purposes only, and is used to measure compliance with the Federal Labor Standards. (*See Attachment C for the Record of Employee Interview Form, HUD-11.*)

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

**ATTACHMENT A
Federal Prevailing Wage Decisions**

FEDERAL PREVAILING WAGE

**General Wage Decision Number: FL20080065 07/25/2008 FL65
Superseded General Decision Number: FL20070068
State: Florida
Construction Type: Highway
County: Manatee County in Florida
Publication Date: 07/25/2008 – Modification Number 1**

(SEE ATTACHED)

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

Page 1 of 4

General Decision Number: FL080039 02/08/2008 FL39

Superseded General Decision Number: FL20070039

State: Florida

Construction Type: Highway

Counties: Brevard, Collier, Hernando, Hillsborough, Lee, Manatee, Martin, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole and St Lucie Counties in Florida.

EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPLACE FLIGHT CENTER AND MELABAR RADAR SITE
HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, & railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; & other major bridges.

Modification Number	Publication Date
0	02/08/2008

* SUFL1993-012 08/01/1993

	Rates	Fringes
BRICKLAYER (Manhole).....	\$ 9.02	
CARPENTER.....	\$ 9.71	
Concrete Finisher.....	\$ 8.91	
ELECTRICIAN.....	\$ 13.42	
FENCE ERECTOR.....	\$ 7.75	
Form Setter.....	\$ 7.76	
Guardrail erector.....	\$ 7.95	
Ironworkers:		
Reinforcing.....	\$ 12.37	
Structural.....	\$ 6.60	
Laborers:		
Asphalt Raker.....	\$ 7.23	
Pipelayer.....	\$ 8.01	
Unskilled.....	\$ 6.60	
N/A.....	\$ 7.34	
Painters:		
Blaster.....	\$ 10.72	
Power equipment operators:		
Asphalt Distributor.....	\$ 7.39	
Asphalt Paving Machine.....	\$ 8.23	

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

Page 2 of 4

Asphalt Plant Operator.....\$	6.83
Asphalt Screed.....\$	7.68
Backhoe.....\$	9.00
Boom-Auger.....\$	9.40
Bulldozer.....\$	8.42
Concrete Curb Machine.....\$	8.50
Concrete Groover/Grinder....\$	9.00
Concrete Joint Saw.....\$	9.97
Concrete Mixer Operator.....\$	6.63
Concrete Paving Finish Machine.....\$	8.50
Concrete Pump Op.....\$	13.00
Crane, Derrick, or Dragline.\$	11.53
Earthmover.....\$	7.78
Fork Lift.....\$	7.63
Front End Loader.....\$	8.00
Gradall.....\$	8.76
Grade Checker.....\$	6.60
Guardrail Post Driver.....\$	10.78
Mechanic.....\$	9.52
Milling Machine Grade Checker.....\$	7.03
Milling Machine.....\$	8.76
Motor Grader.....\$	9.54
Mulching Machine.....\$	6.70
Oiler, Greaseman.....\$	7.21
Pavement Striping Machine...\$	11.04
Paving Striping Machine Nozzleman.....\$	7.50
Piledriver Leadsman.....\$	9.75
Piledriver Operator.....\$	10.82
Power Subgrade Mixer.....\$	7.63
Rollers:	
Finish.....\$	7.24
Rough.....\$	6.70
Self-Prop., Rubber Tire...\$	7.01
Scraper.....\$	7.33
Sign Erector.....\$	13.27
Small tool.....\$	7.33
Tractors:	
80 HP or less.....\$	6.60
Light.....\$	6.76
Over 80 HP.....\$	10.62
Trenching Machine.....\$	8.00
Widening Spreader Machine...\$	7.52
Traffic Controller	
TRAFFIC CONTROL SPECIALIST..\$	7.15
TRAFFIC SIGNALIZATION :	
Installer.....\$	9.70
Mechanic.....\$	13.25
Truck drivers:	
Lowboy.....\$	8.02
Multi-Rear Axle.....\$	6.97
Single Rear Axle.....\$	6.70

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

<http://www.wdol.gov/wdol/scafiles/davisbacon/FL39.dvb>

3/6/2009

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

Page 3 of 4

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

<http://www.wdol.gov/wdol/scafiles/davisbacon/FL39.dvb>

3/6/2009

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

Page 4 of 4

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

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

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

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END OF GENERAL DECISION

<http://www.wdol.gov/wdol/scafiles/davisbacon/FL39.dvb>

3/6/2009

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

**ATTACHMENT B
Payroll Form WH-347**

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

**ATTACHMENT C
Record of Employee Interview
Form, HUD-11**

Manatee County Government Community Development Block Grant (CDBG) General Conditions

IFB #09-4057CD

Record of Employee Interview

**U.S. Department of Housing
and Urban Development
Office of Labor Relations**

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>					
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

**Manatee County Government
Community Development Block Grant (CDBG)
General Conditions**

IFB #09-4057CD

**ATTACHMENT D
Section 3 Summary Report,
Form HUD-60002**

Manatee County Government Community Development Block Grant (CDBG) General Conditions

IFB #09-4057CD

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects, and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name.
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) this report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities
Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Manatee County Government Community Development Block Grant (CDBG) General Conditions

IFB #09-4057CD

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other, describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

SECTION 00030

GENERAL TERMS AND CONDITIONS OF THE CONTRACT**C.01 CONTRACT FORMS**

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **60** calendar days and based on **90** calendar days. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$580** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay

C.05 PAYMENT (Continued)

Estimate. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, materialmen, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the materialmen, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

C.06 RETAINAGE

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein. The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or

C.07 WARRANTY AND GUARANTEE PROVISIONS (Continued)

workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

C.08 ROYALTIES AND PATENTS

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

C.09 AUTHORIZED PRODUCT REPRESENTATION

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

C.10 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other federal or state of Florida rules, regulations or other requirements, as each may apply.

C.11 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or readvertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

C.12 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within 15 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

C.14 INSURANCE (Continued)

- d. Owners Protective Liability Coverage
The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
- e. Property Insurance
If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- f. Installation Floater
If this contract does not include construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Certificates of Insurance and Copies of Policies
Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e. and f., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED: The contractor shall name Manatee County as additional insured in each of the applicable policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Director 30 (thirty) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation for Bids the bidder agrees, should the bidder's bid be accepted, to execute the form of contract and present the same to Manatee County for approval within 15 days after being notified of the awarding of the contract. The bidder further agrees that failure to execute and deliver said form of contract **within 15 days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable bidder or readvertise this Invitation for Bids. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. Bonds to remain in effect for one year after final payment becomes due.

C.17 PROJECT SCHEDULE

The successful bidder will be required to submit a detailed construction schedule upon notification of award or its intent.

C.18 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever;

C.18 NO DAMAGES FOR DELAY (Continued)

provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.19 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.20 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

SECTION 00100
SCOPE OF WORK

D.01 THE WORK

The Work shall be done in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction and the U.S. Department of Transportation (USDOT), Manual on Uniform Traffic Control Devices (MUTCD).

The Bidder is responsible for verifying all measurements. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and material to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of this Bid Document shall be made upon that basis.

The Work includes, but is not limited to, furnishing all labor, materials, equipment, mobilization, maintenance of traffic, milling, tree protection, traffic striping, security lighting, and incidentals required to perform all operations necessary for the paving of an existing parking lot with pervious asphalt at the **Lincoln Park Complex** located at 715 17th Street East in Palmetto, Florida.

A. New Materials

Manatee County has selected approved product materials for certain phases of this project; however, Manatee County will accept bids of approved equal products as described in Article D.01.A.7 of this bid.

1. Pervious Asphalt

Pervious (or porous) asphalt differs from ordinary dense asphalt concrete by having an open structure with approximately 25% air filled pores. The open structure leads to different characteristics with regard to traffic noise, water, and moisture on the road surface during rain.

The work specified in this section consists of constructing a hot mix open-graded asphalt concrete base composed of aggregate and asphalt cement mixed into a uniformly, well coated mass, spread on a prepared sub-grade, compacted to the lines, grades and thickness established by the County.

a. Materials

- i. Aggregate- Aggregate materials for use in this base shall be from an approved FDOT source of supply, and meet the requirements of Section 901 of FDOT Specifications.
- ii. Bituminous Material- Bituminous material used in this base shall be asphalt cement viscosity grade AC-30, meeting the requirements of Section 916.1 of FDOT Specifications.

b. Mix Requirements-i. Gradation- Gradation of the mixture shall be as follows:

Sieve Size	Percent Passing
1-1/2"	100
3/4"	80-95
1/2"	20-55
No. 4	5-20
No. 10	0-10
No. 200	0-5

- ii. Gradation Content- Gradation and asphalt content of the mix during production will be determined by the County at the minimum frequency of one (1) per one thousand (1000) tons produced; and also by the producer at a frequency of once per day if production exceeds one hundred (100) tons, or whenever consecutive days' production exceeds one hundred (100) tons.
- iii. Mix Approval- Producer shall provide the County with a design mix for approval prior to beginning production.
- iv. Bitumen Content- Bitumen content will be between 3.0% and 4.5%, as determined during job mix formula development. Actual bitumen percent and gradation on individual sieve sizes for the aggregates blend shall be shown on the job mix formula.

2. Approved Pervious Interlocking Concrete Pavers

All interlocking paving stones for this project shall comply with the quality specifications for solid concrete interlocking paving units as required per ASTM C 936 and all interlocking concrete pavers shall be ADA compliant with a non-slip surface and at the time of delivery to the work site shall have average compression strength of no less than 8,000 psi, with no individual unit being less than 7,200 psi. The following is a list of approved manufacturer's and styles of the pervious interlocking concrete pavers for this project:

a. Parking Lot Stalls

- i. Tremron Group – SF-Rima[®], Herringbone Pattern, Heritage Color
- ii. Oldcastle Coastal Group- Uni Eco-Stone, Herringbone 90° Pattern, Adobe Color

b. Sidewalk

- i. Tremron Group- AquaPaver, Running Bond Pattern, Heritage Color
- ii. Oldcastle Coastal Group- Aqua-Bric, Running Bond Pattern, Adobe Color

c. ADA Parking

- i. Tremron Group- ADA Paver, Black with raised bumps
- ii. Oldcastle Coastal Group- ADA Paver with raised bumps

3. Security Lighting

The following is a list of approved manufacturer's and styles for the security lighting:

a. Playground Area

- i. Lithonia – 400 watt High Pressure sodium lamps complete with 12 ft mounting height poles; KAD Series ; part number KAD400S-R3-120-RPD09-DDB (Quantity of two)

b. Shelters

- i. Lithonia- Compact Fluorescent Ceiling/Wall mounted fixtures with lamop;VR1B Series; Color = Black; Part Number VR1B-26TRT-MVOLT-SCB-LPI (Quantity of twenty)
- ii. Kenall Manufacturing- Fluorescent Lighting Fixture; ceiling/wall mount- Nova Series N524; Part Number N524-C-1-17-IS-1-DV-SA9500 (Quantity of eight)

4. Bedding Material

Florimulch[®] brand Melaleuca mulch shall be supplied and installed where indicated on the plans.

5. Wheel Stops

3500 psi concrete wheel stops; 5" height. Mfg = Caste-Crete.

6. Entrance Gate

Dual swing aluminum gate manufactured by Gate Depot, Inc., Circle Series #4 (Bell Curve) 28 ft wide x 6 ft at high point in center, 5 ft at low point, black powder coated. Gate Drawing may be obtained at http://www.gatedepot.com/gates_aluminum/image/aluminum_driveway_gates_c4_500px.gif

7. Equal Material Products

Manatee County will accept bids for equivalent pervious interlocking concrete pavers, security lighting, and bedding material that are not listed above. In order to determine the equivalency of any proposed product replacements, the bidder shall submit the following literature to the Manatee County's Purchasing Division **ten (10) days prior to the bid opening:**

- i. Technical Specifications for the proposed product replacement(s) that will show all characteristics of the proposed product replacement(s) including the compression strength (for pavers), dimensions (for pavers and lights), and Florida Department of Agriculture certification (for bedding material).

Manatee County shall be the sole decider on whether or not the proposed product replacement(s) is an approved equal. The decision shall be posted in an addendum at a minimum of seven (7) days prior to the bid opening.

B. Asphalt (Pervious) and Site Work

The Contractor shall perform all work as outlined in the project limits of the Lincoln Park Parking Lot Area Layout and Paving Plan that is attached to this bid document. To accomplish the work, the Contractor shall:

1. Provide a written description/plan of how they will manage the project so as to make sure the park is open for public use during the construction period. Said plan shall ensure that all standard safety measures, permits, and scheduling of park facilities (by Manatee County Parks and Recreation Department) are complied with.
2. Provide Survey work needed to properly lay out the project components as designed in the attached plan.
3. Provide and maintain silt or eco-fencing.
4. Provide a tree protection plan from a Certified Arborist prior to the start-up of construction to the Manatee County Project Manager.
5. Scalp existing parking lot base to remove only existing shell as needed to provide proposed grades. Do not over scalp or harm tree roots.
6. Finished grade of parking lot may be above current parking lot grade; however the finished grade of parking lot and sidewalk shall not exceed finished floor elevations of existing restroom and pavilions to the south of parking lot or existing elevation of 17th Avenue at the park entrance.
7. Provide 5" of sub base #57 rocks over all site area (or thickness necessary based on product specifications and soil conditions). Do not use crushed concrete or other base material that will solidify over time as a replacement for #57 rock.
8. Provide a 3" thick layer of pervious asphalt for the parking lot area as shown on the attached plan per the following construction requirements:
 - a. Equipment- The requirements for plant and equipment for this base are specified in FDOT Standard Specifications Section 320. General construction requirements that apply are outlined in Section 330.
 - b. Placement- Mixture shall not be placed when air temperature is below 40°F or when the underlying course is wet. When overtaken by sudden rain, the project manager may allow placement of mixture that was in transit from the plant, at the project manager's discretion.
 - c. Temperature- Temperature of the mixture at the time of mixing shall be between 280° and 310°F. Temperature of the mixture at the time of placement shall be between 240° and 280°F.
 - d. Compaction- Compaction of the mixture shall be accomplished when the temperature of the mix is between 150° and 225°F, and shall be accomplished before the mix temperature is below 100°F. The mixture shall be compacted with a self-propelled eight (8) to twelve (12) ton non-vibratory steel wheel roller with an eighty-four (84) inch wide drum. Do not over compact, which could fracture the aggregate.

- e. Repairs- Repair surface areas without damaging base. Defective materials shall be replaced at the expense of the contractor.
 - f. Surface Requirements- Surface requirements shall meet the requirements of FDOT Specifications Article 330-12.3.3.
9. Provide sub base (#57 rocks) and bedding material (1/2" or per product specification) for pervious interlocking concrete paver areas.
 10. Move existing boulders in way of work and leave in a safe manner onsite as shown on parking lot plan.
 11. Return boulders (30 small and 70 large) to parking lot edge as shown on the parking lot plan.
 12. Saw cut at edge where pavers meet asphalt to provide a clean line.
 13. Slope site from east to west at +/- 1% grade as shown on conceptual grading plan.
 14. Remove asphalt sidewalk along south side of existing parking lot and replace with new pervious interlocking concrete pavers as shown on the parking plan.
 15. Remove and replace sections (+/- 10 to 15 linear feet) of existing sidewalks/paths that currently intersect with the asphalt sidewalk; replacement sidewalks/paths sections shall be of the same pavement materials (asphalt and concrete) as current sidewalks/paths; finished grades of intersecting points of new sidewalk/path sections shall be flush with existing and new sidewalks/paths and be level or nearly level (+/- 1% slope) with intersecting sidewalk/path to provide a smooth transition free of bumps, humps, dips, lips, etc..
 16. Install irrigation sleeves as specified on parking lot plan, and install two (2) inch electrical conduit from two parking lot light poles to the outside of the current restroom building.
 17. Remove and dispose of forty (40) bollards along asphalt sidewalk in proposed parking area
 18. Move and reinstall one (1) existing parking light pole as shown on the parking lot plan.
 19. Provide and install wheel stops for each parking stall.
 20. Provide striping for each parking stall shown on the parking lot plan.
 21. Provide ADA signs and striping for the ADA parking stalls shown on the parking lot plan.
 22. Dispose of all construction debris off site.

C. Pervious Paver Installation

The Contractor shall install the pervious interlocking concrete pavers as outlined in the project limits of the Lincoln Park Parking Lot Area Layout and Paving Plan that is attached to this bid document. To accomplish the work, the Contractor shall:

1. Add 1 to 1½" bedding rock #8 over sub-base.
2. Provide and install pervious pavers as specified, per manufacturer's specifications.

3. Provide pinning at all edges so as to stabilize.
4. Slope to asphalt (1%).
5. Install sidewalk pavers in an opposite direction (perpendicular) to parking stall pavers.
6. ADA pavers shall be installed along the north edge of the sidewalk at the ADA parking stalls.

D. Bollards

The Contractor shall install County supplied bollards every five (5) feet as specified on the Lincoln Park Parking Lot Area Layout and Paving Plan that is attached to this bid document.

E. Security Lighting Installation

The Contractor shall supply the security lighting as specified in D.01.A.2 above and install the lighting as follows:

1. The KAD series fixtures with light poles shall be installed by the playground, as directed in the field, and shall be wired to turn on and off with the parking lot lights.
2. The VR1B lighting fixtures shall be installed with independent timers as follows:
 - a. On the four older shelters, two on each gable ends shall be installed for a total of four on each shelter.
 - b. On the two newer shelters, two lights per shelter shall be installed as directed in the field.
3. The Nova Series lights shall be installed with motion detectors on each shelter, with the newer shelters having two installed per shelter.

F. Landscape Beds

The Contractor shall supply and install mulch at a minimum of three (3) inch depth as outlined on the Lincoln Park Parking Area Layout and Paving Plan that is attached to this bid document.

G. Entrance Gate

The Contractor shall supply and install an aluminum gate as detailed in Article D.01.A.5 above complete with four (4) inch by four (4) inch by eight (8) foot hinged posts. The entrance gate shall be installed at the location directed on the Lincoln Park Parking Lot Area Layout and Pavement Plan.

D.02 OPTIONAL WORK

Each bidder is requested to submit pricing for the provision and installation of an optional six foot high chain link perimeter fence as shown on the Lincoln Park Parking Lot Area Layout and Pavement Plan. The specifications for the optional perimeter fence are as follows:

A. Chain Link Fencing Materials

1. General Standards:
 - a. ASTM B 6 Slab Zinc

- b. ASTM F934 Color Systems
- c. ASTM F567 Installation of Chain Link Fence
- d. ASTM F668 Poly (Vinyl Chloride) (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric, Class 2b
- e. Federal specification RR-F-191K/1D Fencing, Wire and Post Metal (Chain-Link Fence Fabric), Type IV
- f. American Association of State Highway Transportation Officials (AASHTO) M181 Chain Link Fence, Type IV, Class A
- g. International Fence Industry Association Inc. Standard C1-71

2. Vinyl Coated Chain Link:

- a. Fabric - shall be chain link type galvanized No. 9 (0.148") steel wire to withstand a 1,290-pound breaking load. The mesh size of the fabric shall be two inches (2"). The height shall be six foot. The selvage of all fabric shall be knuckle top and bottom.
- b. Zinc Coating - Fabric wire shall be hot dipped zinc coated (after weaving), of not less than .30 ounces per square foot of actual wire surface.
- c. Line Posts – shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 2.0 ounces per square foot. Posts shall be 1.9 inches O.D. at 1.72 pounds per lineal foot, not to exceed 10 feet on center for fence up to six (6) feet in height.
- d. Corner and Terminal Posts – shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 2.0 ounces per square foot surface. Posts shall be 2.375 inches O.D. at 3.65 ounces per lineal foot for fence up to six (6) feet in height.
- e. Top and Bottom Rail – shall be schedule 40 hot dipped galvanized steel and shall be 1.66 inches O.D. at 2.27 pounds per lineal foot. Couplers attached to the upright posts are acceptable. However, each top rail shall be one continuous section between upright posts with no welds or couplers between the upright posts.
- f. Braces – all corner and terminal posts shall be braced with 1.66 inches O.D. pipe at 2.27 pounds per lineal foot and trussed with 3/8" truss rod.
- g. Fabric Ties – shall be aluminum No. 6 gauge (except for backstops that shall be steel), located at intervals of one per foot of length of line or terminal post, and six (6) per ten feet (10') of top rail.
- h. Stretcher Bars – shall be 1/4" or 3/16" or 3/4" flat, hot dipped galvanized or equivalent, shall be used at terminal posts and secured to same with suitable stretcher bar bands, at 24" on center mix.
- i. Miscellaneous Fittings – all fittings entering into the fence necessary to make a complete installation shall be pressed steel and/or malleable steel; all ferrous material shall be thoroughly galvanized by the hot dipped method.

- j. PVC Coating – All wire, posts, rails, and fittings shall be coated with a minimum of 0.010 in. (0.25 mm) of poly-vinyl chloride permanently bonded to the galvanized wire by the pressure-bonding method. The PVC coated wire shall pass the test for adhesion contained in ASTM F668 for Class 2b chain link fabric.
- k. Color – The color shall be black and conform to ASTM F934.

D.03 BIDS

Bids are to be submitted in triplicate, one original and two copies, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

D.04 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County.

If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to. Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

Bid Form includes a duplication of the bid items where the Bidder shall state the percentage of work and a description of the work (of each item) which shall be performed by a subcontractor.

D.05 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document. The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

County will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract Documents.

Prior to the submission of a bid, each bidder shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. For coordination of site inspection, bidders shall contact the County's Representative, **Darryl Blair at 941-749-3081**. Inspection of the site is a requirement to be considered for award of this bid.

D.06 PERMITS AND FEES

The Contractor shall be responsible for obtaining all necessary permits. The cost of all permits shall be included in the total bid price.

SECTION 00200

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**E.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory, however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid and proposal opportunities to your business.

SECTION 00200

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**E.02 Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

E.02 Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____

and the duly authorized representative of: [name of business] _____
_____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____
[Initial]_____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial]_____

D. Criminal Violations: I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial]_____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial]_____

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial]_____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 ____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205

SECTION 00300

BID FORM (Submit in Triplicate)

TO: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

RE: IFB #09-4057CD –CDBG LINCOLN PARK PARKING LOT

TOTAL BID PRICE "A":\$ _____

Based on a Completion Time of **60** calendar days

TOTAL BID PRICE "B":\$ _____

Based on a Completion Time of **90** calendar days

TOTAL BID PRICE "A" with Perimeter Fence Option: \$ _____

Based on a Completion Time of **60** calendar days

TOTAL BID PRICE "B" with Perimeter Fence Option: \$ _____

Based on a Completion Time of **90** calendar days

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

Bidder is a WBE/MBE Vendor? _____ Certification # _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION: _____ (if applicable)

TELEPHONE: (____) _____ FAX: (____) _____

Acknowledge Addendum Nos. _____ Dated: _____

Acknowledge Addendum Nos. _____ Dated: _____

BID FORM
(SUBMIT IN TRIPLICATE)
SECTION 00300

IFB 09-4057CD

(BID "A")

CDBG- LINCOLN PARK PARKING LOT
Based on a Completion Time of 60 Calendar Days

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	SURVEY WORK	1	LS	\$	\$
3	CERTIFIED ARBORIST	1	LS	\$	\$
4	SITE WORK	1	LS	\$	\$
5	PERVIOUS ASPHALT	17.1	SF	\$	\$
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS	12.7	SF	\$	\$
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK	2.2	SF	\$	\$
8	WHEEL STOPS	61	EA	\$	\$
9	PARKING LOT STRIPING & SIGNAGE	1	LS	\$	\$
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES	2	EA	\$	\$
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES	20	EA	\$	\$
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524	8	EA	\$	\$
13	BEDDING MATERIAL- FLORIMULCH	15.02	SF	\$	\$
14	ENTRANCE GATE	1	EA	\$	\$
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS	1062	LF	\$	\$
16	MISCELLANEOUS WORK AND CLEAN UP	1	LS	\$	\$
17	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$20,000.00
TOTAL PRICE FOR BID "A" - Based on Completion Time of <u>60</u> Calendar Days					\$

BIDDER: _____

**BID FORM - SUBCONTRACTOR PERCENTAGE
(SUBMIT IN TRIPLICATE)
SECTION 00300**

IFB 09-4057CD

(BID "A")

**CDBG- LINCOLN PARK PARKING LOT
Based on a Completion Time of 60 Calendar Days**

ITEM NO.	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
		%	MBE/WBE	
1	MOBILIZATION			
2	SURVEY WORK			
3	CERTIFIED ARBORIST			
4	SITE WORK			
5	PERVIOUS ASHPHALT			
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS			
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK			
8	WHEEL STOPS			
9	PARKING LOT STRIPING & SIGNAGE			
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES			
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES			
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524			
13	BEDDING MATERIAL- FLORIMULCH			
14	ENTRANCE GATE			
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS			
16	MISCELLANEOUS WORK AND CLEAN UP			

This is a duplication of the bid items where the Bidder shall state the percentage of work (or each item listed) and a description of the work which shall be performed by a subcontractor.

BIDDER: _____

00300-3

BID FORM
(SUBMIT IN TRIPLICATE)
SECTION 00300

IFB 09-4057CD

(BID "B")

CDBG- LINCOLN PARK PARKING LOT
Based on a Completion Time of 90 Calendar Days

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	SURVEY WORK	1	LS	\$	\$
3	CERTIFIED ARBORIST	1	LS	\$	\$
4	SITE WORK	1	LS	\$	\$
5	PERVIOUS ASPHALT	17.1	SF	\$	\$
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS	12.7	SF	\$	\$
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK	2.2	SF	\$	\$
8	WHEEL STOPS	61	EA	\$	\$
9	PARKING LOT STRIPING & SIGNAGE	1	LS	\$	\$
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES	2	EA	\$	\$
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES	20	EA	\$	\$
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524	8	EA	\$	\$
13	BEDDING MATERIAL- FLORIMULCH	15.02	SF	\$	\$
14	ENTRANCE GATE	1	EA	\$	\$
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS	1062	LF	\$	\$
16	MISCELLANEOUS WORK AND CLEAN UP	1	LS	\$	\$
17	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$20,000.00
TOTAL PRICE FOR BID "B" - Based on Completion Time of <u>90</u> Calendar Days					\$

BIDDER: _____

00300-4

**BID FORM- SUBCONTRACTOR PERCENTAGE
(SUBMIT IN TRIPLICATE)
SECTION 00300**

IFB 09-4057CD

(BID "B")

**CDBG- LINCOLN PARK PARKING LOT
Based on a Completion Time of 90 Calendar Days**

ITEM NO.	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
		%	MBE/WBE	
1	MOBILIZATION			
2	SURVEY WORK			
3	CERTIFIED ARBORIST			
4	SITE WORK			
5	PERVIOUS ASHPHALT			
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS			
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK			
8	WHEEL STOPS			
9	PARKING LOT STRIPING & SIGNAGE			
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES			
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES			
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524			
13	BEDDING MATERIAL- FLORIMULCH			
14	ENTRANCE GATE			
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS			
16	MISCELLANEOUS WORK AND CLEAN UP			

This is a duplication of the bid items where the Bidder shall state the percentage of work (for each item listed) and a description of the work which shall be performed by a subcontractor.

BIDDER: _____

00300-5

**BID FORM
(SUBMIT IN TRIPLICATE)
SECTION 00300**

IFB 09-4057CD

**(BID "A") w/ Perimeter Fence Option
CDBG- LINCOLN PARK PARKING LOT
Based on a Completion Time of 60 Calendar Days**

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	SURVEY WORK	1	LS	\$	\$
3	CERTIFIED ARBORIST	1	LS	\$	\$
4	SITE WORK	1	LS	\$	\$
5	PERVIOUS ASPHALT	17.1	SF	\$	\$
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS	12.7	SF	\$	\$
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK	2.2	SF	\$	\$
8	WHEEL STOPS	61	EA	\$	\$
9	PARKING LOT STRIPING & SIGNAGE	1	LS	\$	\$
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES	2	EA	\$	\$
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES	20	EA	\$	\$
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524	8	EA	\$	\$
13	BEDDING MATERIAL- FLORIMULCH	15.02	SF	\$	\$
14	ENTRANCE GATE	1	EA	\$	\$
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS	1062	LF	\$	\$
16	MISCELLANEOUS WORK AND CLEAN UP	1	LS		
17	PERIMETER FENCE -Class 2B- Black Vinyl Chain Link (6ft High)	900	LF	\$	\$
18	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$20,000.00
TOTAL PRICE FOR BID "A" W/ PERIMETER FENCE OPTION- Based on Completion Time of <u>60</u> Calendar Days					\$

BIDDER: _____

**BID FORM - SUBCONTRACTOR PERCENTAGE
(SUBMIT IN TRIPLICATE)
SECTION 00300**

IFB 09-4057CD

(BID "A") W/ PERMITER FENCE OPTION

CDBG- LINCOLN PARK PARKING LOT

Based on a Completion Time of 60 Calendar Days

ITEM NO.	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
		%	MBE/WBE	
1	MOBILIZATION			
2	SURVEY WORK			
3	CERTIFIED ARBORIST			
4	SITE WORK			
5	PERVIOUS ASPHALT			
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS			
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK			
8	WHEEL STOPS			
9	PARKING LOT STRIPING & SIGNAGE			
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES			
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES			
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524			
13	BEDDING MATERIAL- FLORIMULCH			
14	ENTRANCE GATE			
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS			
16	PERIMETER FENCE -Class 2B- Black Vinyl Chain Link (6ft High)			
17	MISCELLANEOUS WORK AND CLEAN UP			

This is a duplication of the bid items where the Bidder shall state the percentage of work (or each item listed) and a description of the work which shall be performed by a subcontractor.

BIDDER: _____

00300-7

BID FORM
(SUBMIT IN TRIPLICATE)
SECTION 00300

IFB 09-4057CD

(BID "B") w/ Perimeter Fence Option
CDBG- LINCOLN PARK PARKING LOT
Based on a Completion Time of 90 Calendar Days

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	SURVEY WORK	1	LS	\$	\$
3	CERTIFIED ARBORIST	1	LS	\$	\$
4	SITE WORK	1	LS	\$	\$
5	PERVIOUS ASPHALT	17.1	SF	\$	\$
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS	12.7	SF	\$	\$
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK	2.2	SF	\$	\$
8	WHEEL STOPS	61	EA	\$	\$
9	PARKING LOT STRIPING & SIGNAGE	1	LS	\$	\$
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES	2	EA	\$	\$
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES	20	EA	\$	\$
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524	8	EA	\$	\$
13	BEDDING MATERIAL- FLORIMULCH	15.02	SF	\$	\$
14	ENTRANCE GATE	1	EA	\$	\$
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS	1062	LF	\$	\$
16	MISCELLANEOUS WORK AND CLEAN UP	1	LS		
17	PERIMETER FENCE -Class 2B- Black Vinyl Chain Link (6ft High)	900	LF	\$	\$
18	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$20,000.00
	TOTAL PRICE FOR BID "B" W/ PERIMETER FENCE OPTION- Based on Completion Time of <u>90</u> Calendar Days				\$

BIDDER: _____

**BID FORM - SUBCONTRACTOR PERCENTAGE
(SUBMIT IN TRIPLICATE)
SECTION 00300**

IFB 09-4057CD

(BID "B") W/ PERMETER FENCE OPTION

CDBG- LINCOLN PARK PARKING LOT

Based on a Completion Time of 90 Calendar Days

ITEM NO.	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
		%	MBE/WBE	
1	MOBILIZATION			
2	SURVEY WORK			
3	CERTIFIED ARBORIST			
4	SITE WORK			
5	PERVIOUS ASHPHALT			
6	PERVIOUS INTERLOCKING PAVERS FOR PARKING LOT STALLS			
7	PERVIOUS INTERLOCKING PAVERS FOR SIDEWALK			
8	WHEEL STOPS			
9	PARKING LOT STRIPING & SIGNAGE			
10	SECURITY LIGHTING - 400W HPS, W/ 12 FT MOUNTING HEIGHT POLES; LITHONIA KAD SERIES			
11	SECURITY LIGHTING- COMPACT FLOURESCENT; LITHONIA VR1B SERIES			
12	SECURITY LIGHTING- FLOURESCENT LIGHTING; KENALL MFG. NOVA SERIES N524			
13	BEDDING MATERIAL- FLORIMULCH			
14	ENTRANCE GATE			
15	INSTALLATION OF COUNTY SUPPLIED BOLLARDS			
16	PERIMETER FENCE -Class 2B- Black Vinyl Chain Link (6ft High)			
17	MISCELLANEOUS WORK AND CLEAN UP			

This is a duplication of the bid items where the Bidder shall state the percentage of work (or each item listed) and a description of the work which shall be performed by a subcontractor.

BIDDER: _____

00300-9

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and COMPANY'S NAME: _____

CO. PHYSICAL ADDRESS: _____

TELEPHONE NUMBER: (____) _____ FAX: (____) _____

2. Bidding as an; individual: ____; a partnership: ____; a corporation; ____; a joint venture; ____

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____ for how many years? _____

5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

7. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

10. What date(s), and with whom, did you perform the mandatory site inspection?

11. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

12. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

13. Will you subcontract any part of this Work? If so, describe which major portion(s):

14. If any, list (with contract amount) WBE/MBEs to be utilized:

15. What equipment do you own to accomplish this Work?

16. What equipment will you purchase/rent for the Work? (specify which)

17. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

SECTION 00491

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a),
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by . 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.
Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires _____
Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__ by _____.
Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

APPLICATION FOR PAYMENT

Project: _____
 From: _____ To: _____

Request No. _____ Project No. _____
 Purchase Order Number: _____
 County Bid No.: _____
 Consultant: _____

CONTRACT PAYMENT SUMMARY

Original contract amount:				\$
Change order(s):				
Change order summary:				
Number	Date Approved	Additive	Deductive	
SAMPLE SHEET ONLY				
OBTAIN CURRENT VERSION OF FORM				
FROM PROJECT MANAGER				
SUBTOTALS:				
Net change order subtotal (Additive less Deductive):				\$
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$
		Previous Status	Current Status	
Value of the Work in Place	\$	\$		
Value of Stored Materials	\$	\$		
Total Earned (\$ and % of CCA)	\$	\$	%	
Retainage (\$ and % of CCA)	\$	\$	%	
Net Earned (Total earned minus retainage)				\$
TOTAL PREVIOUS PAYMENTS				\$
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this application for payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the current payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida County of _____

Signature: _____
 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed) and subscribed before me
 this _____ day of _____, _____, by

TITLE

 (Name of person giving notice)

 Contractor name, address and telephone No.:

 (Signature of Notary Public - State of Florida)
 Print, Type or Stamp Commissioned Name
 of Notary Public:

Personally Known _____ or Produced Identification _____
 Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant / Engineer: _____

Project Manager: _____

Department Head: _____

Payment Approved by the
 Board of County Commissioners: _____

Attested to by the Clerk of Circuit Court: _____

CONTRACT CHANGE ORDER		Change Order No.:	
		Contract Amount: (Present Value)	
		Project Number:	
PROJECT:			
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: Address: City / State: Contractor Signature: _____		THE NET CHANG ADJUSTS THE CURRENT CONTRACT AMOUNT FROM TO	
		_____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES FINAL COMPLETION TO _____	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
SIGNATURES		DATE	
Consultant (as applicable): _____		_____	
Project Engineer: _____		_____	
Project Manager: _____		_____	
Department Head: _____		_____	
Approved by the Manatee County Board of County Commissioners: _____ <div style="text-align: center;">Chairman</div>		_____	
Clerk of the Circuit Court: _____		_____	

CONTRACT CHANGE ORDER

Page 2 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER		
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

CONTRACT CHANGE ORDER

Page 3 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM

DESCRIPTION OF ITEM AND CHANGE

DECREASE

INCREASE

SAMPLE SHEET ONLY
OBTAIN CURRENT VERSION OF FORM
FROM PROJECT MANAGER

DECREASE SUBTOTAL:

INCREASE SUBTOTAL:

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:

SAMPLE SHEET ONLY
OBTAIN CURRENT VERSION OF FORM
FROM PROJECT MANAGER

- 2. Is change an alternate bid? (yes / no)
- 3. Does change substantially alter the physical size of the project? (yes / no)
(If yes, explain)
- 4. Effect of this change on other "Prime" contractors?
- 5. Has the Surety and insurance company been notified, if applicable?

DISCRETIONARY WORK - FIELD DIRECTIVE	FIELD DIRECTIVE NO.:
PROJECT:	PROJECT NO.:

ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>	

	DECREASE
--	-----------------

CONTRACTOR: _____ ADDRESS: _____ CITY/STATE: _____ CONTRACTOR SIGNATURE: _____	THE DISCRETIONARY WORK AMOUNT IS DECREASED \$ _____ FROM \$ _____ TO \$ _____ WITH NO CHANGE TO THE TOTAL CONTRACT AMOUNT. TIME CAN ONLY BE ADDED BY CHANGE ORDER
-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDATION, CONCURRENCES AND APPROVALS

	SIGNATURES	DATE
CONSULTANT:	_____	_____
PROJECT ENGINEER:	_____	_____
PROJECT MANAGER:	_____	_____
SENIOR PROJECT MANAGER:	_____	_____

CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	CHECK ONE:	
	Partial:	Total:
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/zip:	Project No.:	
	S.C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <p style="text-align: center;">SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____.</p>		
_____ Contractor Signature	_____ / Date	_____ Engineer's Approval
_____ Printed Name and Title		_____ / Date
<p>_____ Printed Name and Title</p>		
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p> <p>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</p>		

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title:		Date Submitted:
Contractor Data:		Project No.:
Name:	SAMPLE SHEET ONLY	Warranty (months):
Address:	OBTAIN CURRENT VERSION OF FORM	
City/State/zip:	FROM PROJECT MANAGER	

This Final Reconciliation is for the work performed for Manatee County by the above named Contractor, hereinafter called CONTRACTOR, pursuant to a contract dated _____, as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct, that the amount of \$ _____, including retainage, is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____.

As (title) _____ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at / upon _____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with this construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, materialmen, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

(Affiant Signature)

NOTARY:
State of Florida County of _____, Sworn to (or affirmed) and subscribed before me this ____ day of _____, _____, by _____ (person giving notice).

Signature of Notary Public - State of Florida: _____
Print, Type or Stamp Commissioned Name of Notary Public:

Personally known ____ or produced identification ____
Type of Identification Produced:

